

# The Gazette of India



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Separate paging is given to this Part in order that it may be filed  
as a separate compilation

## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 2nd January, 1965: —

Issue No.	No. and Date	Issued by	Subject
1	S.O. 87, dated 1st January, 1965.	Ministry of Information and Broadcasting.	Approval of films specified therein.
2	S.O. 88, dated 1st January, 1965.	Ministry of Commerce.	Amendment to S.O. 3656, dated 13th October, 1964.
3	S.O. 89, dated 1st January, 1965.	Ministry of Steel and Mines.	Fixation of prices at which coal or coke may be sold by colliery owners.
	S.O. 90, dated 1st January, 1965.	Do.	Fixation of prices at which coal or coke may be sold by colliery owners over loaded at any weigh-bridge.
4	S.O. 91, dated 2nd January, 1965.	Election Commission, India.	Directions regarding taking of oath etc. by candidates for election.
5	S.O. 92, dated 2nd January, 1965.	Ministry of Information and Broadcasting.	Approval of films specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## PART II—Section 3—Sub-section (ii)

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).**

### ELECTION COMMISSION, INDIA

New Delhi, the 5th January 1965

**S.O. 172.**—In pursuance of sub-section (6) of Section 116A of the Representation of the People Act, 1951 (43 of 1951), the Election Commission hereby publishes the decision of the High Court of Judicature at Allahabad given on the

10th November, 1964, on an appeal from the order, dated the 21st April, 1964, of the Election Tribunal, Aligarh.

**IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD  
CIVIL SIDE APPELLATE JURISDICTION**

Dated Allahabad, the 10th day of November 1964

**PRESENT:**

The Hon'ble V. G. Oak—Judge, and

The Hon'ble D. D. Seth—Judge.

**FIRST APPEAL No. 168 OF 1964**

First Appeal against the judgment and order of Election Tribunal Aligarh, dated 21st April, 1964, in Election petition No. 117 of 1962.

Sri B. P. Maurya—Appellant.

vs.

Sri Shiva Kumar & others—Respondents.

**BY THE COURT**

(Delivered by Hon'ble V. G. Oak, J.)

This is an appeal under section 116-A of the Representation of the People Act, 1951 (hereinafter referred to as the Act). The appeal arises out of an election to Parliament (the House of the People) from No. 77, Aligarh Parliamentary Constituency. There were six candidates for the election. They were Sri Shiva Kumar, Sri Maurya, Sri Jagannath and three others. Different symbols had been allotted to the different candidates. Sri Shiva Kumar stood for election as an Independent Candidate. His symbol was horse and rider. Sri Maurya was the candidate set up by the Republican Party. His symbol was elephant. Sri Jagannath's symbol was rising sun. Polling in this constituency took place on three different dates—the 19th, the 21st and the 25th of February, 1962. According to the counting made by the Returning Officer, Sri Maurya received 73,571 votes; while Sri Shiva Kumar received 70,546 votes. The remaining candidates received less votes than those secured by either Sri Shiva Kumar or by Sri Maurya. It was, therefore, declared that Sri Maurya had been duly elected.

Sri Shiva Kumar filed an election petition challenging Sri Maurya's election. Sri Shiva Kumar's case is that there were various defects in the conduct of the election. According to rules, the symbol of each candidate had to be printed against the candidate's name on the ballot papers. But the petitioner's symbol was missing from thousands of ballot papers. That mistake in printing created an impression in the constituency that the petitioner had withdrawn from the contest. Sri Maurya and his supporters spread a false rumour that Sri Shiva Kumar had withdrawn from the contest. The result was that thousands of supporters of Sri Shiva Kumar left their polling stations without casting their votes for the petitioner. According to the petitioner, Sri Maurya is guilty of commission of a corrupt practice, in so far as he and his supporters spread the false rumour that the petitioner had withdrawn from the contest.

The election petition was contested by Sri Maurya. He denied that there were any serious irregularities in the conduct of the election. The minor irregularity in printing had no material effect on the result of the election. Sri Maurya denied that either he personally or his supporters carried on any false propaganda suggesting that Sri Shiva Kumar had withdrawn from the contest.

The petition was disposed of by the Election Tribunal, Aligarh. The Tribunal found that the charge of corrupt practice had not been established against Sri Maurya. However, the Tribunal found that mistakes on a large scale had been committed in the printing of ballot papers. It was further found that some of the supporters of Sri Maurya made false statements to voters that Sri Shiva Kumar had withdrawn from the contest. The false propaganda by Sri Maurya's supporters materially affected the result of the election. The Tribunal, therefore, declared that Sri Maurya's election from this constituency is void. Against that decision of the Election Tribunal, the present appeal has been filed by Sri Maurya.

The Tribunal framed nine issues. Some of the issues were not pressed before the Tribunal. In this appeal we have to consider three issues—issues Nos. 1, 2 and 3. Under issue No. 1 the Tribunal had to ascertain whether the defects pointed out by Sri Shiva Kumar materially affected the result of the election.

This subject may be discussed under three heads: (a) mistakes in printing; (b) use of defective ballot papers during the poll; and (c) false propaganda on behalf of the appellant suggesting withdrawal by Sri Shiva Kumar.

Sri Pritam Singh (P.W. 7) is an Assistant with the Election Commission. According to his evidence, the present system of ballot papers was introduced for the first time in the year 1962. According to this system, candidates for the general election chose their symbols in accordance with certain rules. The name of a candidate and his symbol had to be printed on each ballot paper. When a ballot paper is handed over to a voter, he has to put a stamp against the symbol or the name of the candidate of his choice. Sri S. L. Gupta (P.W. 47) is the Joint Superintendent of Government Press, Lucknow. He stated that he supervised the printing of ballot papers for the general election in 1962. He had to print 4,56,000 ballot papers for Aligarh Lok Sabha Constituency No. 77. It was discovered that the symbol of horse disappeared from one of the blocks used during the printing; and the symbol of rising sun was substituted for the horse. That defect was noticed after seven thousand ballot papers had been completed. It was suggested to the witness that as many as 60,000 defective ballot papers were printed for this constituency. The witness replied that he had no knowledge on that point. All that he could say was that only 7,000 defective ballot papers were printed. Some defective ballot papers were packed in one bundle consisting of 1,000 ballot papers. From this evidence, the Tribunal concluded that 7,000 defective ballot papers were printed for this constituency, that some effort was made to sort out and destroy those ballot papers, but the attempt did not succeed completely. Some defective ballot papers did reach the constituency. That was accidental.

Sri Sri Krishna Saxena (P.W. 5) was the Election Inspector at Aligarh. He stated that ballot papers issued to Presiding Officers were not in continuous serial order; and some of the intervening ballot papers were missing. As many as 17,000 ballot papers between two serial numbers were found missing. Sri Chitrangad Singh (P.W. 6) was the Election Officer at Aligarh. He went to Lucknow to obtain ballot papers from the Printing Press. The Tribunal remarked that the Election Officer was not systematic in obtaining delivery of ballot papers at Lucknow. The ballot papers were checked at Aligarh. Sri K. C. Joshi (P.W. 52) was then the District Magistrate of Aligarh. He was also the Returning Officer for this election. The Returning Officer re-checked and sorted out ballot papers received at Aligarh. After considering the evidence of the Returning Officer, the Election Officer and the Election Inspector, the Tribunal concluded:

"Thousands of ballot papers in this constituency had been misprinted, that precautions were taken both at Lucknow and at Aligarh to sort out the misprinted ballot papers and that nevertheless some of the misprinted ballot papers found their way to Aligarh."

We accept this conclusion.

Sri Biri Singh (P.W. 10) was a Polling Officer at polling station Nagla Padam on 19th February, 1962. Some ballot papers without a symbol against Sri Shiva Kumar's name were detected. At 3 P.M. one voter complained to the Polling Officer that there was no symbol of horse on her ballot paper. The Polling Officer reported the matter to the Presiding Officer. The Polling Officer was asked to check the bundle of one hundred ballot papers, which were in his charge. On checking that bundle, Sri Biri Singh detected four defective ballot papers. Those defective ballot papers were cancelled. One hundred and eighty six defective ballot papers were detected during the counting made by the Returning Officer. Sri Shiva Kumar inspected the ballot papers during the proceeding before the Election Tribunal. Seven such defective ballot papers were detected during the inspection. Those seven defective ballot papers related to two polling stations. Sri Shiva Kumar suggested that there were two more such ballot papers. But the Tribunal did not accept the evidence relating to those two ballot papers. It will be noticed that defective ballot papers were detected at three different stages after the ballot papers had reached Aligarh from Lucknow. Four defective ballot papers were detected at Nagla Padam polling station on 19th February, 1962; 186 defective ballot papers were noticed by the Returning Officer during the counting of votes; and seven defective ballot papers were detected by Sri Shiva Kumar during the inspection before the Election Tribunal. The total number of these defective ballot papers comes to 4 plus 186 plus 7 is equal to 197. There were as many as 348 polling stations in this constituency. It appears that the defective ballot papers were confined to some four polling stations. Most of the defective ballot papers had been sent to polling station Nagla Padam.

Sri Shiva Kumar produced before the Tribunal one Presiding Officer and a number of Polling Officers to prove that there was false propaganda to the effect that Sri Shiva Kumar had withdrawn from the contest. These witnesses are Sri Banwari Lal (P.W. 9), Sri Jagdhir Singh (P.W. 12), Sri Tej Singh (P.W. 13), Sri Bishambhar Singh (P.W. 15), Sri Vaid (P.W. 16), Sri Surendra Kumar Gupta (P.W. 17), Sri Vishnu Dutt (P.W. 18), Sri Tika Ram (P.W. 19), Sri Jodhpal Singh (P.W. 20), Sri Balram Bose (P.W. 21), Sri Surajbir Singh (P.W. 22), and Sri Mahesh Kumar (P.W. 24). According to these witnesses, certain persons who wore blue caps and carried the badge of elephant were saying that Shastri Ji (Sri Shiva Kumar) had withdrawn his candidature. Babu Lal (D.W. 1) and Jethuwa (D.W. 6) admitted that Maurya Ji's workers were putting on blue caps. Elephant was Maurya Ji's symbol. It, therefore, appears that the persons responsible for the false propaganda were supporters of Sri Maurya. That the propaganda was false was not disputed on behalf of the appellant. He did not suggest that Sri Shiva Kumar had really withdrawn his candidature. The trouble was that there was a mistake in printing some ballot papers. Sri Shiva Kumar's symbol had not been printed against his name on some of the ballot papers. Sri Shiva Kumar had never withdrawn from the contest. Most of this evidence was accepted by the Tribunal. Sri Shiva Kumar also produced a number of villagers, who stated that they were misled by false propaganda. These witnesses and their companions left the polling stations without casting their votes. According to that evidence, about 700 electors went away without casting their votes.

Now we have to consider whether the defects in printing ballot paper and the false propaganda by the appellant's supporters materially affected the result of the election. Sri Shiva Kumar sought to bring this case under section 100(1)(d)(iv) of the Act. That provision is in these terms:

"(1) Subject to the provisions of sub-section (2), if the Tribunal is of opinion—

- (a) .....
- (b) .....
- (c) .....
- (d) that the result of the election, in so far as it concerns a returned candidate, has been materially affected—

- (i) .....
- (ii) .....
- (iii) .....

(iv) by any non-compliance with the provisions of the Constitution or of this Act or of any rules or orders made under this Act,

the Tribunal shall declare the election of the returned candidate to be void."

In "Woodward v. Sarson & Sadler" (10 L.R.—C.P.—1874-1875, p. 733) it was held that, an election is to be declared void by the common law applicable to Parliamentary elections, if it has been so conducted that the Tribunal, which is asked to avoid it, is satisfied either that there was no real election at all, or that the election was not really conducted under the existing election laws—i.e. the constituency had not in fact a fair and free opportunity of electing the candidate which the majority might prefer or that there is reasonable ground to believe that a majority of the electors may, by reason of irregularities in the mode of conducting the election, have been prevented from electing the candidate they preferred.

Woodward's case was decided with reference to common law applicable to election to British Parliament.

In India we have got a statutory provision governing election petitions. An election cannot be set aside except upon a ground recognized by section 100 of the Representation of the People Act, 1951. It is not sufficient for a petitioner to make out that there were some defects in the conduct of the election. It is necessary to find out whether the defects proved by the petitioner make out a ground under section 100(1)(d)(iv) of the Act.

In "Surendra Nath v. S. Dalip Singh" (A.I.R. 1957 S.C. 242) it was held that, there is a presumption in the case of improper rejection of a nomination paper that it has materially affected the result of the election.

In the instant case we are not dealing with a situation, where a candidate's nomination paper had been improperly rejected by the Returning Officer. It is not Sri Shiva Kumar's case that his nomination paper had been ever rejected. In the present case it is the case that his nomination paper had been accepted. Six ballot papers with Sri Shiva Kumar's name among the six candidates were printed. Sri Shiva Kumar succeeded in obtaining more than 70,000 votes in the election. So, the principle laid down in Surendra Nath's case will not apply in the present case.

In "Vashist Narain v. Deo Chandra" (A.I.R. 1954 S.C. 513) their Lordships of the Supreme Court explained that, the words "the result of the election has been materially affected" indicate that the result should not be judged by the mere increase or decrease in the total number of votes secured by the returned candidate but by proof of the fact that the wasted votes would have been distributed in such a manner between the contesting candidates as would have brought about the defeat of the returned candidate. If the petitioner fails to adduce satisfactory evidence to enable the Court to find in his favour on this point, the inevitable result would be that the Tribunal would not interfere in his favour and would allow the election to stand.

Towards the end of its finding on issue No. 1 the Tribunal observed:—

"The material effect can be presumed in certain cases, it can be indirectly proved and it is not necessary for the petitioner to prove it demonstrably. If the law should be otherwise, the petitioner is expected to examine nearly 4,000 witnesses in order to show that they would have voted for him but for the misprinted ballot papers and consequent propaganda. The practical difficulty of this method is evident..... The misprinted ballot papers gave an opportunity or a handle to the unscrupulous people to make propaganda against the petitioner, with the result that a substantial number of voters were prevented from casting their votes in favour of the candidate of their choice. It is not possible to prove or predict the actual number of such affected voters, but it can be safely said that their number was substantial."

That reasoning is erroneous. The approach of the Tribunal is inconsistent with the principle laid down by the Supreme Court in Vashist Narain's case. We must bear in mind that Sri Maurya won the election by a margin of 3,025 votes. Sri Shiva Kumar had to prove that the result of the defects was of such dimension as to wipe out that margin of 3,025 votes. Sri Shiva Kumar relies upon mistakes in printing ballot papers and the false propaganda about the alleged withdrawal by Sri Shiva Kumar. An attempt was made to destroy the defective ballot papers. Nonetheless some defective ballot papers did reach the constituency. One hundred and ninety seven defective ballot papers were discovered in the constituency at different stages. Sri Shiva Kumar appeared before the Tribunal as P.W. 55. He said that 50,000 voters could not cast their votes in his favour. That appears to be a mere conjecture. Other witnesses for Shiva Kumar stated that they and their companions left the polling stations without casting their votes. If we add the total number of voters mentioned by those witnesses for Sri Shiva Kumar, the total comes to about 700. If we give Sri Shiva Kumar the benefit of the 197 defective ballot papers and those 700 disappointed voters, the total will not exceed 900. Even if we assume that Sri Shiva Kumar was in a position to get 900 more votes (lost to him as a consequence of defective printing and false propaganda) the result of the election would not be materially affected. Sri Maurya would still win the election by a comfortable margin of votes. The Tribunal was wrong in holding that the defects pointed out by Sri Shiva Kumar materially affected the result of the election.

Mr. S. C. Khare, appearing for the appellant, further contended that the defects under discussion do not amount to any non-compliance contemplated by section 100(1)(d)/(iv) of the Act. Under sub-clause (iv) of clause (d) of sub-section (1) of section 100, a petitioner has to establish non-compliance with the provisions of the Constitution or of the Act or of any rules or orders made under the Act. In the present case there is no question of infringement of any provision of the Constitution. It was not suggested that there was any non-compliance with any provisions of the Act. We have to consider whether there was any non-compliance with a provision of any rules or orders made under this act.

Mr. H. P. Varshney, appearing for Sri Shiva Kumar, complained that failure to print Sri Shiva Kumar's symbol against his name on ballot papers constitutes such non-compliance with rules or orders. No doubt Sri Pritam Singh (P.W. 7) suggests that symbols had to be printed on ballot papers against names of candidates. But the witness did not refer to any specific rule or order on the point.

Mr. Varshney relies upon Rules 5, 10 and 30 of Conduct of Elections Rules, 1961. Rule 5 provides for symbols for elections. Admittedly, the symbol of horse and rider had been assigned to Sri Shiva Kumar. Rule 10 provides for preparation of list of contesting candidates. There is no complaint that such a list was not prepared. We find names of all the six candidates on the ballot papers. Rule 30 deals with form of ballot papers. According to sub-rule (1), every ballot paper shall be in such form as the Election Commission may direct. It has not been brought to our notice that the Election Commission had issued a specific direction under Rule 30 that the symbols must be printed against names of candidates on ballot papers. Sub-rule (2) requires that names of candidates should be arranged on ballot papers in a certain order. In the present case names of all the candidates were printed on the ballot papers. It is possible that the Election Commission had issued before February, 1962, some direction requiring the printing of symbols against names of candidates on ballot papers. But no such direction is on the record. As the record stands, no non-compliance with a rule or order made under the Act has been established. Mr. Varshney conceded that false propaganda by a candidate is not non-compliance with a rule or order, as contemplated by section 100(1)(d)(iv) of the Act.

In the first place, it is doubtful whether the defects and irregularities under consideration constitute non-compliance with any rules or orders made under the Act. Secondly, even to it is assumed that there was some non-compliance under sub-clause (iv) of clause (d), Sri Shiva Kumar failed to prove that the result of the election, in so far as it concerns Sri Maurya, has been materially affected by such non-compliance. It must, therefore, be held that Sri Shiva Kumar failed to make out any ground under section 100(1)(d)(iv) of the Act.

Issues Nos. 2 and 3 relate to the alleged false propaganda by Sri Maurya and his agents. Issue No. 2 relates to the alleged false propaganda by Sri Maurya. Issue No. 3 relates to the alleged false propaganda by Sri Maurya's supporters. Details have been given in Annexures 'R', 'S' and 'T' to the election petition. Annexure 'R' relates to instances of alleged false propaganda by Sri Maurya himself. Annexure 'S' relates to the alleged false propaganda by Sri Maurya's agents. Names of ten such agents have been mentioned in Annexure 'S', Annexure 'T' relates to false propaganda by other workers of Sri Maurya.

Ram Sarup Singh (P.W. 1), Thamman Singh (P.W. 11), Babu Lal (P.W. 30), Dhani Ram (P.W. 40), Dhan Prasad (P.W. 45), Pyare Lal (P.W. 46), Soran Singh (P.W. 49), Nar Singh Pal (P.W. 50) and Banke Lal (P.W. 54) deposed that Sri Maurya was telling voters that Sri Shiva Kumar had withdrawn from the contest. The Tribunal did not believe these witnesses.

On the other hand, Sri Maurya produced a number of witnesses, who deposed that there was no such false propaganda by Sri Maurya. Sri Maurya appeared before the Tribunal as D.W. 70. He denied having made any such false propaganda. The Tribunal believed Sri Maurya and his witnesses on this point.

Sri Shiva Kumar produced a number of witnesses in order to prove that a number of polling agents of Sri Maurya carried on false propaganda that Sri Shiva Kumar had withdrawn from the election. Instances about eight such polling agents of Sri Maurya have been given. These witnesses are Jagpal Singh (P.W. 3), Samar Singh (P.W. 27), Amar Singh (P.W. 29), Devi Ram (P.W. 34), Hammir (P.W. 35), Ram Adhin (P.W. 36), Dhani Ram (P.W. 40), Charan Singh (P.W. 43), Har Prasad (P.W. 44) and Raj Pal Singh (P.W. 51). The Tribunal did not believe these witnesses. Sri Shiva Kumar (P.W. 55) stated that by the evening of 19th February, 1962, he received information from his workers about the false propaganda by Maurya Ji and his workers. Apparently, Sri Shiva Kumar has no personal knowledge about the false propaganda.

Sri Shiva Kumar further stated that he soon received a number of letters and post-cards protesting against the withdrawal by Sri Shiva Kumar. Seven such letters are on the record. They are Exhibits 9 to 12 and 39 to 41. It was suggested on behalf of Sri Maurya that these letters were subsequently fabricated for the purpose of the election petition. The Tribunal has held that these letters are genuine. For purposes of the present appeal, we may assume that the seven letters are genuine, and were written by supporters of Shiva Kumar on hearing about the alleged withdrawal by Sri Shiva Kumar.

Sri Shiva Kumar produced some of the writers of these letters before the Tribunal. Talebar Singh (P.W. 2) stated that he sent the post-card Ex. 10 to Shastri Ji. The witness stated before the Court that he found Maurya Ji addressing a group of 200 people and telling that Shastri Ji had withdrawn his candidature. But there is no indication in the post-card (Ex. 10) that Sri Maurya was himself telling people about the alleged withdrawal of Shastri Ji. Jagpal

Singh (P.W. 3) sent the letter Ex. 11. He stated before the Tribunal that Maurya Ji's agent, Babu Lal was telling people about withdrawal by Shastri Ji. But Babu Lal's name is not mentioned in the letter (Ex. 11). Ram Sarup Singh (P.W. 1) wrote the letter Ex. 9. He stated before the Tribunal that Maurya Ji was telling people about Shastri Ji's withdrawal from the contest. But the witness did not mention in his letter (Ex. 9) that Sri Maurya was personally carrying on such false propaganda. Thamman Singh (P.W. 11) is the writer of the letter, Ex. 40. He also stated before the Tribunal that Maurya Ji was telling people that Shastri Ji has withdrawn his candidature. But the witness did not mention in Ex. 40 that Sri Maurya was personally carrying on such false propaganda. It will be noticed that none of these seven letters mentions that Sri Maurya personally or through some specific polling agent was carrying on the false propaganda. In view of the contents of these letters, one cannot readily believe the writers of these letters on the point.

Under issues Nos. 2 and 3 the Tribunal had to consider whether Sri Shiva Kumar had proved a corrupt practice against Sri Maurya. A corrupt practice has to be established beyond all reasonable doubt. Polling took place in February 1962. The election petition was filed on 11th April, 1962. Clause (j) of paragraph 12 of the election petition contained a general allegation that, Sri Maurya, his agents and supporters carried on false propaganda at all the polling stations. One must remember that there were as many as 348 polling stations in this constituency. No details were given in clause (j) of paragraph 12 of the election petition. When Sri Maurya filed his written statement, he protested that the charge was vague. Thereupon Sri Shiva Kumar filed Annexures 'R', 'S' and 'T' on 16th August, 1962. That was nearly six months after the poll. There was ample opportunity fabricate false evidence on the question of propaganda relating to Sri Shiva Kumar's withdrawal. Decision of issues Nos. 2 and 3 largely rests on appreciation of oral evidence. The Tribunal, having seen witnesses produced by the parties, disbelieved Sri Shiva Kumar's witnesses, and believed Sri Maurya and his witnesses. There is no good ground why we should take a different view about this oral evidence. We, therefore, affirm the finding of the Tribunal on issues Nos. 2 and 3 that it has not been proved that Sri Maurya or his polling agents was responsible for the false propaganda.

Under Issue No. 1, it has been found that some supporters of Sri Maurya carried on a false propaganda that Sri Shiva Kumar had withdrawn from the contest. But false propaganda by any supporter does not make out a charge of corrupt practice against the candidate. The alleged corrupt practice falls under sub-section (4) of section 123 of the Act. Section 123(4) states:—

"The publication by a candidate or his agent or by any other person, with the consent of a candidate or his election agent, of any statement of fact which is false, and which he either believes to be false or does not believe to be true,.....in relation to the candidature, or withdrawal, of any candidate, being a statement reasonably calculated to prejudice the prospects of that candidate's election."

In the present case Sri Maurya's supporters carried on false propaganda about the alleged withdrawal by Sri Shiva Kumar. He may assume that the supporters of Sri Maurya were aware that the propaganda was false. We may further assume that the false propaganda was reasonably calculated to prejudice Sri Shiva Kumar's prospects in the election. The question remains whether Sri Maurya can be held responsible for the false propaganda. In order to establish a corrupt practice under section 123(4) of the Act, it has to be proved that the mischievous publication was by a candidate or his agent or by any other person with the consent of the candidate or his election agent. In the present case it has not been proved that Sri Maurya or his agents made any false propaganda. Although false propaganda by Sri Maurya's supporters has been proved, it has not been proved that such false propaganda was with the consent of Sri Maurya or his election agents. So, no charge under section 123(4) of the Act has been made out against Sri Maurya.

The position, therefore, is this. Although it has been proved that some defective ballot papers were printed and used in the election and there was false propaganda suggesting withdrawal by Sri Shiva Kumar, it has not been proved that those irregularities materially affected the result of the election. No charge of corrupt practice has been established. Consequently, the Tribunal had no option but to dismiss the election petition. Considering that Sri Shiva Kumar was the victim of false propaganda by Sri Maurya's supporters, parties may be left to bear their own costs throughout.

We allow the appeal, set aside the order of the Election Tribunal, Aligarh, dated 21st April, 1964, and dismiss Sri Shiva Kumar's election petition. Parties shall bear their own costs before this Court and before the Election Tribunal.

Intimation of the substance of our decision shall be sent to the Election Commission and the Speaker of the House of the People. Let a copy of this judgment be sent to the Election Commission.

Dated, November 10, 1964.

Sd/- V. G. OAK.

Sd/- D. D. SETH.

[No. 82/117/62.]

By Order,

PRAKASH NARAIN, Secy

#### MINISTRY OF HOME AFFAIRS

New Delhi, the 8th January 1965

**S.O. 173.**—Whereas the Central Government is of opinion that it is necessary to appoint a Commission of Inquiry for the purpose of making an inquiry into a definite matter of public importance, to wit, the exodus of the minorities of East Pakistan into India, particularly since the first day of January, 1964,

Now, therefore, in exercise of the powers conferred by section 3 of the Commissions of Inquiry Act, 1952 (60 of 1952), the Central Government hereby appoints a Commission of Inquiry consisting of the following persons, namely:—

1. Shri Jiwan Lal Kapur, Retired Judge, Supreme Court of India—Chairman.
2. Shri Renupada Mukherji, Retired Judge, Calcutta High Court—Member.
3. Shri Justice Abdul Hakim Khan, Judge, Madhya Pradesh High Court—Member.

(i) The terms of reference to the Commission shall be as follows:—

- (a) to inquire into the circumstances which brought about the exodus of the minorities of East Pakistan into India, the nature and magnitude of the exodus and the problems created thereby;
- (b) to suggest the measures which may be adopted for preventing the recurrence of such an exodus;
- (c) to consider such other matters relating to the exodus as the Commission may think fit.

(ii) The Commission shall complete its inquiry and submit its report to the Central Government by the 15th April, 1965.

2. And, whereas, the Central Government is of opinion having regard to the nature of the inquiry to be made by the Commission and other circumstances of the case, that all the provisions of sub-section (2), sub-section (3), sub-section (4) and sub-section (5) of section 5 of the Commissions of Inquiry Act, 1952 (60 of 1952), should be made applicable to the Commission, the Central Government hereby directs, in exercise of the powers conferred by sub-section (1) of the said section 5, that all the provisions of sub-section (2), sub-section (3), sub-section (4) and sub-section (5) of that section shall apply to the Commission.

[No. 9/28/64-T.]

L. P. SINGH, Secy.

**MINISTRY OF FINANCE****(Department of Economic Affairs)***New Delhi, the 5th January, 1965*

**S.O. 174.**—In exercise of the powers conferred by sub-section (4) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957), the Central Government, after consultation with the Government of the State of Andhra Pradesh, hereby declares that no prospecting licence or mining lease shall be granted in respect of any land specified in the Schedule to the notification of the Government of India, in the Ministry of Finance (Department of Economic Affairs) No. F. 5(29)GM/63 dated the 24th October, 1964.

[No. F5(29)-GM/63.]

G. DWARAKANATHAN, Under Secy.

**(Department of Economic Affairs)***New Delhi, the 7th January 1965*

**S.O. 175.**—In exercise of the powers conferred by sub-section (1) of section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints with effect from the 15th January, 1965, the members specified in column 2 of the table hereto annexed to constitute the Local Board for each of the four areas specified in column 1 thereof:—

TABLE

AREA 1	NAMES OF MEMBERS 2
<b>1. The Western Area</b>	
	1. Shri R. G. Saraiya, Navsari Chambers, Outram Road, Fort, Bombay-1.
	2. Shri Laxman Vaman Apte, C/o, Phaltan Sugar Works Ltd., Sangli Bank Building, 296, Bazargate Street, Bombay-1.
	3. Shri G. V. Puranik, Dhoot-papeshwar Prasad, Girgaon, Bombay-4.
	4. Shri Naval R. Mody, Partner, A. F. Ferguson & Co., Allahabad Bank Building, Apollo Street, Bombay-1.
	5. Shri K. Mahindra, M/s. Mahindra & Mahindra Ltd., Gateway Building, Apollo Bunder, Bombay-1.
<b>2. The Eastern Area</b>	
	1. Shri B. N. Mookerjee, Martin Burn Ltd., Martin Burn House, 12, Mission Road, Calcutta-1.
	2. Shri P. K. Roy, P.O. Nashipur-Rajbari, Murshidabad, West Bengal.
	3. Shri K. K. Birla, 8, India Exchange Place, Calcutta-1.
	4. Dr. Triguna Sen, Rector, Jadavpur University, Calcutta-32.
	5. Mr. A. D. Ogilvie, Chairman, Andrew Yule & Co. Ltd., 8, Clive Row Calcutta-1.

## AREA

## NAMES OF MEMBERS

2

## 3. The Northern Area

1. Shri C. P. N. Singh, 154, Malcha Marg, Diplomatic Enclave, New Delhi.
2. Shri Charat Ram, Bara Hindu Rao, Post Box No. 1185, Delhi.
3. Raja Bajrang Bahadur Singh, "The Garh" Bhadri, Pratapgarh (U.P.).
4. Sardar Amar Singh, 28, Court Road, Amritsar.
5. Shri Bishamber Das, 3, Aurangzeb Lane, New Delhi.

## 4. The Southern Area

1. Shri V. S. Tyagaraja Mudaliar, Express Estates, Mount Road, Madras-2.
2. Shri V. Emberumanar Chetty, No. 11, Flowers Road, Madras-10.
3. Shri E. B. V. Raghavaiah, Kunderu, P.O. Krishna, District Krishna.
4. Shri K. Gopalakrishna, Standard Motor Products of India Ltd., 29, Mount Road, Madras-2.
5. Shri C. Ramakrishna, Advocate, 2, Garden Road, Madras-10.

[No. F. 3(68)-BC/64(i).]

**S.O. 176.**—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates with effect from the 15th January, 1965, the following persons to be the Directors of the Central Board of the Reserve Bank of India, namely—

1. Shri R. G. Saraiya, Navsari Chambers, Outram Road, Fort, Bombay-1. From the Local Board for the Western Area.
2. Shri B. N. Mookerjee, Martin Burn Ltd., Martin Burn House, 12, Mission Road, Calcutta-1. From the Local Board for the Eastern Area.
3. Raja Bajrang Bahadur Singh, "The Garh" Bhadri, Pratapgarh (U.P.). From the Local Board for the Northern Area.
4. Shri V. S. Tyagaraja Mudaliar, Express Estates, Mount Road, Madras-2. From the Local Board for the Southern Area.

[No. F. 3(68)-BC/64(ii).]

**S.O. 177.**—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 8 read with sub-section (5) of Section 12 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Dr. Triguna Sen, Rector, Jadavpur University, Calcutta-32, as a director of the Central Board of the Reserve Bank of India in the vacancy caused by the resignation of Shri H. P. Nanda.

[No. F. 3(68)-BC/64(ii').]

R. K. SESADRI,  
Director (Banking).

## (Department of Economic Affairs)

New Delhi the 11th January 1965

S.O. 178.—Statement of the Affairs of the Reserve Bank of India, as on the 1st January, 1965

## BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	34,58,13,000
		Rupee Coin	13,23,000
Reserve Fund	80,00,00,000	Small Coin	9,97,000
National Agricultural Credit (Long Term Operations) Fund	86,00,00,000	Bills purchased and discounted:— (a) Internal (b) External (c) Government Treasury Bill's	109,21,93,000
National Agricultural Credit (Stabilisation) Fund	9,00,00,000	Balances held Abroad*	7,72,93,000
National Industrial Credit (Long Term Operations) Fund	10,00,00,000	Investments** Loans and Advances to:— (i) Central Government (ii) State Governments@	112,72,57,000 41,15,98,000
Deposits ~		Loans and Advances to:— (i) Scheduled Banks† (ii) State Co-operative Banks†† (iii) Others	62,10,40,000 158,14,41,000 2,40,19,000
(a) Government			

(i) Central Government	52,04,36,000	Loans, advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(ii) State Governments	7,07,73,000	(a) Loans and Advances to—	
		(i) State Governments	27,99,11,000
		(ii) State Co-operative Banks	11,04,31,000
		(iii) Central Land Mortgage Banks	..
(b) Banks:		(b) Investment in Central Land Mortgage Bank Debentures Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
(i) Scheduled Banks	99,37,26,000	Loans and Advances to State Co-operative Banks	4,45,53,000
(ii) State Co-operative Banks	2,51,63,000	..	..
(iii) Other Banks	3,92,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
(c) Others	146,05,20,000	(a) Loans and Advances to the Development Bank	42,72,000
Bills Payable	55,73,54,000	(b) Investment in bonds/debentures issued by the Development Bank	..
Other Liabilities	50,55,78,000	Other Assets	31,18,01,000
Rupees	603,39,42,000	Rupees	603,39,42,000

\*Includes Cash and Short-term Securities.

\*\*Excluding investments from the National Agricultural Credit (Long Term Operations) Fund, and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 9,11,00,000 advanced to scheduled banks against usance bills under section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 6th day of January, 1965.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 1st day of January, 1965.

ISSUE DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Gold Coin and Bullion :—			
Notes held in the Banking Department . . . . .	34,58,13,000	(a) Held in India . . . . .	117,76,10,000
Notes in circulation . . . . .	2516,80,21,000	(b) Held outside India . . . . .	..
Total Notes issued . . . . .	2551,38,34,000	Foreign Securities . . . . .	85,45,69,000
		TOTAL . . . . .	203,21,79,000
		Rupee Coin . . . . .	102,10,15,000
		Government of India Rupee Securities . . . . .	2246,06,40,000
Internal Bills of Exchange and other commercial paper . . . . .			
TOTAL LIABILITIES . . . . .	2551,38,34,000	TOTAL ASSETS . . . . .	2551,38,34,000

Dated the 6th day of January, 1965.

P. C. BHATTACHARYYA,  
Governor.

[No. F. 3(2)-BC/65.]

R. K. SESHADRI,  
Director (Banking)

## (Department of Revenue)

New Delhi, the 7th January 1963

**S.O. 179.**—In exercise of the powers conferred by rule 126X of the Defence of India Rules, 1962, and of all other powers hereunto enabling, the Central Government hereby rescinds (1) the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 130, dated the 10th January, 1963, as amended by the notification in the Ministry of Finance (Department of Revenue) No. S.O. 3169, dated the 5th November, 1963, (2) the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. S.O. 3170, dated the 5th November, 1963, and (3) the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. S.O. 3417, dated the 5th December, 1963.

[No. F. 25/1/63-GC.I (1).]  
[No. 14/64.]

**S.O. 180.**—In pursuance of sub-rule (2) of rule 126L of the Defence of India Rules, 1962, the Central Government hereby authorises the officers of and above the rank of officers specified below to exercise all or any of the powers conferred by that rule.

- I. (1) Sub-Inspector of the Central Excise Department;  
(2) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling:

Provided that the Sub-Inspector or the Preventive Officer shall obtain the written permission of a Gazetted Officer of the Central Excise Department or the Customs Department, as the case may be.

- II. Any officer of the Directorate of Revenue Intelligence, other than—

- (i) the Administrative Officer,  
(ii) the Hindi Officer, and  
(iii) the Ministerial Officers,

with the written permission of a Gazetted Officer of the Directorate of Revenue Intelligence.

[No. F. 25/1/63-GC.I (2).]  
[No. 15/64.]

**S.O. 181.**—In pursuance of rule 126X of the Defence of India Rules, 1962, read with sub-rule (4) of rule 126J thereto, the Central Government hereby delegates to the officers of and above the rank of officers specified in column (2) of the table below the powers exercisable by the Administrator under the provisions specified in the corresponding entry in column (3) of the said table to the extent specified in column (4) thereof.

TABLE

Sl. No.	Officers authorised to exercise the powers.	Rule of the De- fence of India Rules, 1962, to which the powers have reference.	Nature of the powers
(1)	(2)	(3)	(4)
1	Superintendent of the Central Excise Department, Appraiser, Verificador and Inspector of the Preventive Department of the Collectorate of Customs and Central Excise.	126E	Issue, renewal, refusal or cancellation of licences of the dealers.
2	Assistant Collector of the Central Excise Department.	126E	Issue, renewal, refusal or cancellation of licences of refiners.
3	Superintendent of the Central Excise Department, Appraiser, Verificador and Inspector of the Preventive Department of the Collectorate of Customs and Central Excise.	126L(14)	Calling for information from any person for the purpose of ascertaining whether or not there has been any contravention of any of the provisions of Part XII A of the Defence of India Rules, 1962.

(1)	(2)	(3)	(4)
4 (a) Inspector of the Central Excise Department, (b) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling, (c) any officer of the Directorate of Revenue Intelligence other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.		Power to take and dispose of samples.	126L(15)

[No. F. 25/1/63-GC.I (3).]  
[No. 16/64.]  
B. D. PANDE, Addl. Secy.

**(Department of Revenue)**

New Delhi, 7th January 1965

**S.O. 182.**—In pursuance of sub-rule (4) of rule 126J of the Defence of India Rules, 1962, I, B. D. Pande, the Administrator, hereby authorise the officers of and above the rank of officers specified in column (2) of the table below, to exercise all or any of the powers exercisable by the Administrator under the provisions specified in the corresponding entry in column (3) of the said table to the extent specified in column (4) thereof.

**TABLE**

Sl. No.	Officers authorised to exercise the powers.	Rule of the Defence of India Rules, 1962 to which the powers have reference.	Nature of the powers
(1)	(2)	(3)	(4)
1	Superintendent of the Central Excise Department, Appraiser, Verificator and Inspector of the Preventive Department of the Collectorate of Customs and Central Excise.	126F(1)	Acceptance of returns from dealers and refiners.
2	(a) Inspector of the Central Excise Department, (b) Preventive Officer of the Customs Department employed for the time being for the prevention of smuggling, (c) any officer of the Directorate of Revenue Intelligence other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.	126G(2)	Calling for accounts, registers, documents and information relating to the quantity of gold in the possession or under the control of a dealer or refiner and information relating to the purchase, sale or delivery of gold by a dealer or refiner.
3	Inspector of the Central Excise Department and Inspector of the Preventive Department of Customs.	126I(1), (4), (5) and (6)	Acceptance of declarations made by persons other than licensed dealers and refiners.

[No. F. 25/1/63-GC.I (4).]  
[No. 17/64.]

**S.O. 183.**—In pursuance of the provisions of the Defence of India Rules, 1962, specified in column (3) of the table below, I. B. D. Pande, Gold Control Administrator, hereby authorise the officers of and above the rank of officers specified in column (2) of the said table to exercise the powers under the provisions referred to in the corresponding entry in column (3) of the said table to the extent specified in column (4) thereof.

TABLE

Sl. No.	Officers authorised to exercise the powers	Rule of the De- fence of India Rules, 1962, to which the po- wers have refe- rence.	Nature of the powers
(1)	(2)	(3)	(4)
1	Superintendent of the Central Excise Department, Appraiser, Verificator and Inspector of the Preventive Department of the Collectorate of Customs and Central Excise.	126F(3)	Authentication of returns, affixing of signatures thereon and return of authenticated and signed copies of returns to licensed dealers and refiners.
2	(a) Inspector of the Central Excise Department, (b) Preventive Officer of the Customs Department employed for the time being for the prevention of smuggling, (c) Any officer of the Directorate of Revenue Intelligence other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.	126G(3)	Inspection of accounts, registers and other documents relating to purchase, sale or delivery of any quantity of gold in the possession or under the control of a dealer or refiner.
	Inspector of the Central Excise Department and Inspector of the Preventive Department of Customs.	126I(9)	Authentication of declarations by persons other than licensed dealers or refiners and affixing of signatures on declarations and return of authenticated copies of declarations to the declarants.
4	(a) Sub-Inspector of the Central Excise Department, (b) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling, (c) Any Officer of the Directorate of Revenue Intelligence other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers	126L(1)	Entry into and search of any establishment of any licensed dealer or refinery and seizure of gold or backages, coverings and receptacles containing gold and seizure of any books of accounts, return or any other document relating to gold, where the officer suspects that any provision of Part XIII A of the Defence of India Rules, 1962, has been or is being, or is about to be contravened.
5	(a) Sub-Inspector of the Central Excise Department ; (b) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling ; (c) Any Officer of the Directorate of Revenue Intelligence, other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.	126L(3)	Search of any person suspected to have secreted about his person any gold in respect of which it is suspected that any provision of Part XIII A of the Defence of India Rules, 1962, has been, or is being, or is about to be contravened, or any document relating to such gold.

(1)	(2)	(3)	(4)
6	(a) Inspector of the Central Excise Department ; (b) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling ; (c) Any Officer of the Directorate of Revenue Intelligence, other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.	126L(5)	Detaining a person if the officer suspects that such person has contravened or is contravening, or is about to contravene, any provision of Part XIIA of the Defence of India Rules, 1962.
7	(a) Inspector of the Central Excise Department ; (b) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling ; (c) Any Officer of the Directorate of Revenue Intelligence, other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.	126L(8)	Arresting a person if the officer has reason to believe that such person has contravened, or is contravening or is about to contravene, any provision of Part XIIA of the Defence of India Rules, 1962.
8	(a) Sub-Inspector of the Central Excise Department ; (b) Preventive Officer of the Customs Department for the time being employed for the prevention of smuggling ; (c) Any officer of the Directorate of Revenue Intelligence, other than— (i) the Administrative Officer, (ii) the Hindi Officer, and (iii) the Ministerial Officers.	126L(10)	(a) Stopping any vehicle, animal or vessel or compelling any aircraft to land if the officer has reason to believe that such vehicle, animal, vessel or aircraft is being, or is about to be, used for carrying any gold in respect of which he suspects that any provision of Part XIIA of the Defence of India Rules, 1962, has been, is being, or is about to be contravened ; (b) rummaging and searching any part of the vehicle, vessel or aircraft ; (c) examining and searching any goods in the vehicle, vessel, aircraft or on the animal ; (d) breaking open the lock of any door or package for exercising the powers mentioned in clauses (b) and (c) above, if the keys are withheld ; and (e) using all lawful means for stopping such vehicle, animal, vessel or aircraft where such stoppage becomes necessary, and firing upon it where such means fail.
9	Superintendent of the Central Excise Department, any gazetted officer of the Customs Department, any gazetted officer of the Directorate of Revenue Intelligence,	126L(13)	Holding enquiry for the purpose of ascertaining whether any contravention of the provisions of part XIIA of the Defence of India Rules, 1962, has been, or is being, or is about to be, committed and to summon persons either to give evidence or to produce any document or other thing.

(1)	(2)	(3)	(4)
10 Assistant Collector of Customs, Assistant Collector of Central Excise and Assistant Collector of Customs and Central Excise.	126Q	Institution of prosecution for any offence punishable under Part XIIA of the Defence of India Rules, 1962.	
[No. F. 25/1/63-GC.I (5).] [No. 18/64] B. D. PANDE, Administrator.			

**CENTRAL BOARD OF DIRECT TAXES****ADDENDUM***New Delhi, the 11th January 1965*

**S.O. 184.**—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act 1961 (43 of 1961), the Central Board of Direct Taxes hereby directs that in its notification No. 52 (F. No. 55/1/62-I.T.) dated 19th August 1963 published as S.O. 2368 on pages 2740—42 of Part II Section 3(ii) of the Gazette of India dated 24th August 1963:—

Against 5A, Bombay City III under column 3 of the Schedule appended thereto, the following shall be added:

“13. Hundi Circle”.

This notification shall take effect from the 11th January, 1965.

[No. 4(F.No. 55/2/65-I.T.]

G. M. KULKARNI, Under Secy.

**MINISTRY OF COMMERCE***New Delhi, the 5th January 1965*

**S.O. 185.**—In exercise of the powers conferred under Section 3 of the Textiles Committee Act, 1963, (No. 41 of 1963), the Central Government hereby makes the following amendments in the Notification S.O. 2914, published in the Gazette of India Extraordinary, Part II, Section 3, Sub-Section (ii), dated the 22nd August, 1964 namely:—

After the existing serial number 30, the following entries may be made:—

- 31. Shri M. S. A. Majid, 34, 1st Main Road, Gandhi Nagar, Madras.
- 32. Shri M. P. Nachimuthu Mudaliar, President, Tamil Nadu (Madras State) Cooperative Weavers Society Ltd., Madras-8.
- 33. The Director, Indian Standards Institution, New Delhi.

[No. F. 25(38)-Tex(A)/63.]

B. K. VARMA, Under Secy.

**(Office of the Joint Chief Controller of Imports & Exports)****NOTICE***Bombay, the 28th November 1964*

**S.O. 186.**—It is hereby notified that in exercise of the powers conferred by Clause 9(a) of the Imports (Control) Order 1955, the Government of India in the Ministry of Commerce propose to treat as ab-initio-void the following licence, which has been obtained by M/s. Neo Bharat Traders, Morar Bldg., Mody Street, Bombay-1 on the basis of forged and fabricated documentary evidence of exports, unless sufficient cause against this is furnished to the Dy. Chief Controller of

Imports & Exports, Bombay within ten days of the date of issue of this Notice by the said M/s. Neo Bharat Traders, Morar Bldg., Mody Street, Bombay-1 or any Bank or any other party, who may be interested in it:—

S. No.	Licence No. & Date	Value in Rs.	Item	ITC. S. No.	Area	Issued by
1.	P/EP/2260007 C/XX/18/C/B/ 18 dt 29-2-64	Rs. 30,350/-	Ivory Un-manu- factured	14-IV	G. A.	Jt. CCI & E. Bombay

2. In view of what is stated above M/s. Neo Bharat Traders, Morar Bldg., Mody Street, Bombay-1 or any Bank or any other party, who may be interested in the said licence are hereby directed not to enter into any firm commitments against the said licence and return it immediately to the Dy. Chief Controller of Imports and Exports, Bombay.

[No. 1/83/64/CDN.II.]

### ORDER

Bombay, the 14th December 1964

**S.O. 187.**—Whereas M/s. Neo Bharat Traders, Morar Building, Mody Street, Bombay-1 or any Bank or any other person have not come forward furnishing sufficient cause, against Notice No. 1/83/64/CDN.II/4031 dated 2nd December 1964 proposing to cancel the following licence, Government of India in the Ministry of Commerce in exercise of the powers conferred by Clause 9 of the Imports (Control) Order 1955 hereby cancel the said licence issued to the said M/s. Neo Bharat Traders, Morar Bldg., Mody Street, Bombay-1:—

S. No.	Licence No. & Date	Value in Rs.	Item	ITC. S.No.	Area	Issued by
1.	P/EP/2260007/ C/XX/18/C/B/ 18 dt. 29-2-64	Rs. 30,350/-	Ivory Un-manu- factured	14-IV	G. A.	Jt. CCI & E. Bombay

[No. 1/83/64/CDN.II.]

N. BANERJI,  
Dy. Chief Controller.

### MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 4th January 1965

**S.O. 188.**—Whereas the Central Government is of the opinion that it is necessary to acquire the evacuee properties in the State of Delhi specified in the schedule below for a public purpose being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation of such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (54 of 1954); it is

notified that the Central Government has decided to acquire, and hereby acquires said evacuee properties (specified in the Schedule below):—

THE SCHEDULE

Sl. No. & Particulars of Evacuee Properties	Name of the town and Locality in which the evacuee property is situated.	Name of evacuee	Percentage of Evacuee
1 Kh. Sakni No. 407, Ward No. VIII.	Mehrauli . . .	Budha & others.	
2 XI/1031/917	Haveli Azam Khan	Syed Ihsan Ali,	
3 XV/578/367	Mohalla Mantola, Pahar Ganj.	Zamul-ul-Hao.	
4 Plot No. 257, Khasra No. 336-37, Ward No. XVIII.	Bagh Kare Khan	Asgar Ali.	
5 XIV/7921-24(old)	Ihata Kidara, Bara Hindu Rao.	Mst. Liaqul Nisa.	

[No. F-13(2) Comp. & Prop/61.]

M. J. SRIVASTAVA,  
Settlement Commissioner & Ex-officio  
Under Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 5th January 1965

S.O. 189.—In exercise of the powers conferred by the Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950) the Central Government hereby appoints, for the Union Territory of Delhi, Shri Ram Chand as Assistant Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with effect from 20th November, 1964.

[No. 7(13)AGZ/64.]

KANWAR BAHDUR,  
Settlement Commissioner (A) and  
Ex-officio Dy. Secy.

MINISTRY OF STEEL & MINES

(Department of Iron & Steel)

New Delhi, the 4th January 1965

S.O. 190/ESS.COMM/IRON AND STEEL-15(1).—The following notification issued by the Iron and Steel Controller under Sub-clause (1) of Clause 15 of the Iron & Steel (Control) Order, 1956 is hereby published for general information:—

“NOTIFICATION

In exercise of the powers conferred by Sub-clause (1) of Clause 15 of the Iron and Steel (Control) Order, 1956 as amended from time to time and with the approval of the Central Government, the Iron and Steel Controller hereby notifies the following amendment to Part II-special conditions for sale by Registered Producers of Schedule IV-Prime quality steel and Semis as in S. O. No. 2249-ESS.COMM/Iron & Steel-15(1) and 27(1) dated 18th October 1958 published in the Gazette of India, Part II Section 3(ii) dated 1st November 1958 as amended from time to time.

*Amendment*

For existing condition 5 of Part II viz. the following.

“All sales to controlled stockholders and Registered Stockholders by all Registered Producers including the Main Producers will be made at F.O.R. destination

stations 'freight paid' to the Stockholders' siding, if any, or to his nearest Railway station." Substitute the following:—

"All sales to controlled and Registered Stockholders by all Registered Producers including the Main Producers will be made at F.O.R. destination stations 'freight paid' to Stockholders' nearest Railway station."

This amendment shall take effect from the date of its publication in the Gazette of India and notwithstanding the rates at which an order has been booked or the materials paid for.

Sd./- NAGENDRA BAHADUR,  
Iron and Steel Controller".

[No. F. SC(C)-2(50)/64.]

A. N. RAJAGOPALAN, Under Secy.

(Department of Mines & Metals)

New Delhi, the 6th January 1965

**S.O. 191.**—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 314, dated the 21st January, 1963, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government give notice of its intention to prospect for coal in lands measuring 6525 acres in the locality specified in the schedule appended to that notification and reproduced in the schedule appended hereto;

And whereas in respect of the said lands no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7, the Central Government hereby specifies a further period of one year commencing from the 21st January, 1965 as the period within which the Central Government may give notice of its intention to acquire the whole or any part of the said lands or of any rights in or over such lands.

SCHEDULE

Drg. No. Rev/160/61  
Dated 14-12-61.

(BLOCK-XI RANIGANJ COALFIELD)

Sl. No	Village	Thana No.	Police Stn. (Thana)	District Area	Remarks
1	2	3	4	5	6
1.	Ukhra	.	Ondal	Burdwan	Part
2.	Balijuri	.	Faridpur	,	,
3.	Sirsha	.	,	,	,
4.	Nabaghanapur	.	,	,	,
5.	Tilabani	.	,	,	Full
6.	Laudoha	.	,	,	,
7.	Chaklaudoha	.	,	,	,
8.	Jamgara	.	,	,	Part
9.	Madhaiganj	.	,	,	,

(1)	(2)	(3)	(4)	(5)	(6)
10. Bansia . . . . .	31	Faridpur	Burdwan	Part	
11. Shyampur . . . . .	32	"	"	Full	
12. Jhanjra . . . . .	33	"	"	Part	
13. Bhadrapur . . . . .	34	"	"	Full	
14. Sarpi . . . . .	35	"	"	Part	
15. Kendua . . . . .	36	"	"	"	
16. Ichhapur . . . . .	50	"	"	"	
17. Amloka . . . . .	51	"	"	"	
18. Bangari . . . . .	52	"	"	"	

Total area 6525'00 acres (Approximate)

#### BOUNDARY DESCRIPTION :

- A—B line passes through village Amloka.
- B—C line passes through village Amloka and Ukhra.
- C—D line passes through village Ukhra.
- D—E—F—G line passes through villages Ukhra and Amloka.
- G—H line passes through villages Amloka, Ichhapur & Sarpi.
- H—I—J line passes through village Kendua.
- J—K line passes through villages Kendua and Sarpi.
- K—L—M—N line passes through villages Sarpi and Jhanjra.
- N—O—P—Q line passes through villages Jhanjra and Nabaghanapur.
- Q—R line passes partly along the Western boundary of village Nabaghanapur.
- R—S line passes through villages Nabaghanapur, Sirsha, Balijuri and Madhaiganj.
- S—T line passes through villages Madhaiganj and Jamgara.
- T—U line passes through villages Jamgara & Bansia.
- U—V line passes along the Southern boundary of villages Shyampur, Jhanjra and Bhadrapur.
- V—W line passes along the Eastern boundary of village Sarpi.
- W—X—Y line passes along the Southern boundary of villages Sarpi and Kendua.
- Y—A line passes through villages Ichhapur and Bangari.

[No. C2.24(1)/62.]

K. SUBRAHMANYAN, Under Secy.

#### MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th January 1965

S.O. 192.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industrial dispute between the management of the Central Bank of India Limited and their workmen which was received by the Central Government on the 1st January, 1965

CENTRAL INDUSTRIAL TRIBUNAL RAJASTHAN JAIPUR

PRESENT

Shri J. S. Ranawat

JUDGE

CASE NO. CIT 1 OF 1964.

REFERENCE:—Government of India, Ministry of Labour and Employment, New Delhi, Order No. 51(73)/63-LRIV dated 4th May, 1964.

In the matter of an Industrial Dispute

BETWEEN

The Central Bank of India Ltd.

AND

Their Workmen

APPEARANCES

For the Bank.—Shri C. L. Chopra, Advocate with Shri T. L. Vassa.

For the Union.—Shri H. R. Sahu with Shri B. L. Agarwal.

Date of Award.—8th December, 1964.

AWARD

The following dispute has been referred by the Central Government between the Central Bank of India Limited and Shri H. R. Sahu:—

1. Whether the action of the management of the Central Bank of India Ltd. in promoting Shri D. P. Sharma and Shri B. L. Sharma to the posts of Treasurers' Representatives in preference to Shri H. R. Sahu, was an act of victimisation of the latter or otherwise mala fide?

2. If so to what relief is Shri Sahu entitled?

Shri Sahu joined the service of the Central Bank of India in 1948 as an Assistant Cashier-cum-Godown-Keeper. He worked in various capacities in the union of the Bank employees. In January, 1962 a new Pay Office was opened by the Central Bank at Johri Bazar and in that connection Shri D. P. Sharma was appointed as Treasurers Representative in supersession of the claim of Shri Sahu. Sometime before this Shri B. L. Sharma was promoted as Treasurer's Representative. Shri Sahu having felt aggrieved of these promotions raised this dispute. It is conceded on behalf of Shri Sahu that Shri B. L. Sharma was senior to him as he had joined service of the bank before him but Shri Sahu's claim is that he possesses better educational qualifications than Shri B. L. Sharma and he should have been made to supersede the claim of Shri B. L. Sharma on that account. Shri Sahu claims that he should be allowed the benefits which were granted by the bank to D. P. Sharma and B. L. Sharma because his claim had been superseded unjustly.

The bank has averred in the written statement that Shri Sahu was not nominated by the Treasurers Messrs. Melaram Khullar & Sons and for this reason the bank had no other option except to supersede Shri Sahu. It was also stated by the counsel of the bank that the bank would have no objection in appointing Shri Sahu as Treasurer's representative even at this stage provided he could secure nomination from Messrs. Melaram Khullar & Sons.

In course of arguments Shri Sahu has referred to the Sastry Award, paragraphs 428, 509 and 529. He has argued that the employees working in the Cash Section of the Bank are governed by all the provisions of the Sastry Award as applicable to other employees of the bank. Paragraph 529 of the said award lays down *inter alia* that in the case of employees who are not found fit for promotion the decision should be borne out by service records of the employees, and that when a person senior in service is superseded it should be for good and cogent reasons.

It is urged that Sahu was superseded when Shri D. P. Sharma who was junior to him was appointed Treasurers representative in January, 1962. The Sastry Award as amended by the decision of the Labour Appellate Tribunal was given on behalf of the Sastry Award continued as conditions of service of the employees. There was no provision regarding promotion of the employees the provisions in this behalf of the Sastry Award continued as conditions of service of the employees. Having regard to the provisions of Sastry Award in this connection as mentioned in paragraph 529 it was expected of the bank authorities to consider the case of

Sahu at the time an occasion arose for filling in a more senior post that had been newly created on account of opening of a new Pay Office by the Bank at Johri Bazar, Jaipur.

Shri Mohan Lal Khullar has appeared as a witness on behalf of the bank. He has stated that he had personal discussions with Shri Gordhan Singh, Chief Agent of the bank before selecting the personnel for the Johri Bazar Pay Office and he had agreed to the name of Shri D. P. Sharma for the office of the Treasurer's Representative in Johri Bazar Branch. He also mentioned that Shri Sahu had told him that he was not interested in the Cash Department of the bank and he very much wished to go over to the clerical side, for he did not see good prospects in that line. The witness did not remember if at the time of his discussions with the Chief Agent of the bank the record of service of Shri Sahu was considered by them.

The bank produced a copy of agreement between the bank and Messrs. Melaram Khullar & Sons appointing them as Treasurers of the bank. Paragraph 21 of this agreement is relevant for purposes of this case. It provides that—

**"The Treasurers shall be entitled to nominate and appoint a representative to carry on the duties undertaken by them at one or other of the said offices but the appointment of such representative shall be subject to the approval of the General Manager of the Bank or the Agent for the time being of the office at which such representative is to serve and such representative will be considered as a member of the Cash Deptt. Staff."**

Under the terms of the agreement it was for Messrs. Melaram Khullar & Sons to nominate Shri Sahu so that he could be appointed Treasurer's Representative by the General Manager or the Agent of the bank. In the absence of Treasurer's nomination it was not open to the bank to appoint anybody as their Representative.

Shri Sahu has argued that the Sastry Award should supersede the agreement between the bank and Treasurers if there is conflict between the two. It may be noted here that the provision about promotion in paragraph 529 of the Sastry Award should be considered to be a term of condition of service of the employees of the bank and in pursuance thereof whenever an employee was superseded it should be only for good and cogent reasons, having regard to the service record of the employee and his merits. In the instant case the bank has taken up the stand that Shri Sahu failed to obtain nomination from the Treasurers of the bank and he could not, therefore, be considered for appointment as their representative. The circumstance of not getting nomination from Messrs. Melaram Khullar & Sons is a cogent circumstance and it is not open to the bank to appoint Shri Sahu as a representative of the Treasurers unless the Treasurers were prepared to nominate him in that behalf. Even though the Treasurers' Representative is in the employment of the bank for all practical purposes he has to discharge his obligation under the terms of the agreement entered into between the bank and the Treasurers and for this reason it is very necessary that he should be a person in whom the Treasurers may place their confidence. Shri Mohanlal Khullar who is one of the partners of Messrs. Melaram Khullar & Sons has appeared as a witness as mentioned above and he has stated that the Treasurers felt that they had more faith in Shri D. P. Sharma and this was the reason why they nominated him in preference to Shri Sahu. He was questioned in cross-examination to give out reasons for having more faith in Shri D. P. Sharma than in Shri Sahu and he chose not to mention the reasons in his statement. Faith is a matter which sometimes may not be guided by reason. It is unfortunate that inspite of his educational qualifications and length of service he was not able to get in his favour the blessings of the Treasurers of the bank.

No record of the bank has been made available to show if the service record of Shri Sahu was considered at the time Shri D. P. Sharma was appointed Treasurer's Representative but in the normal course it should be assumed unless otherwise proved that the bank had examined the record of service and the merits of the case before superseding Shri Sahu.

The greatest hurdle in Shri Sahu's way is, as mentioned by the bank, his failure to obtain nomination from the Treasurers. Shri D. P. Sharma was admittedly junior to Shri Sahu and he was lucky to get the nomination of the Treasurers in supersession of the case of Shri Sahu. As regards the case of Shri B. L. Sharma, it is admitted that he was senior to Shri Sahu and his case, therefore, stands on a different footing. He was not superseded and Shri Sahu cannot claim that he

ought to have been superseded on account of his educational qualifications. It is too much on the part of Shri Sahu to go to that length. Shri B. L. Sharma had his due and it is not open to Sahu to make a grievance of it. Shri Sahu had a good case against Shri D. P. Sharma but as he could not get nomination of the bank Treasurers his case for promotion could not succeed.

I am told he has now got his transfer from the Cash Department of the bank to the clerical side but unfortunately he has been told that whenever an occasion for promotion shall arise in the clerical side his services in the Cash Department shall not be considered. In this reference I have no concern with this aspect of the case but such a condition *prima facie* appears to be unfair and it is for the authorities of the bank to take a generous view of the matter.

There appears no conflict between the Treasurers' agreement and the Sastry Award and one cannot be taken to supersede the other. Both can be reconciled with each other and in making promotions it is open to the bank to take into account the circumstance of nomination by the Treasurers. The employees of the Cash Department have to inspire faith of the Treasurers of the bank so as to be able to get promotions in that line. Under these circumstances it is difficult to hold that the action of the Management of the Central Bank of India in promoting Shri D. P. Sharma and Shri B. L. Sharma to the post of Treasurers' Representative in preference to Shri H. R. Sahu was an act of victimisation of the latter nor can it be considered to be *mala fide*. Shri Sahu may have a lurking suspicion in his mind on account of his union activities against the authorities of the bank but suspicion cannot take the place of proof. It is under these circumstances difficult to grant any relief to Shri Sahu.

A copy of this award be submitted to the Government for publication.

(Sd.) J. S. RANAWAT,  
Judge, Central Industrial Tribunal.

[No. 51(73)/63-LRIV.]

New Delhi, the 6th January 1965

**S O 193.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between Messrs D. Abraham and Sons (Private) Limited and their workmen represented by the Transport and Dock Workers' Union, Bombay which was received by the Central Government on the 2nd January, 1965.

BEFORE SHRI SALIM M. MERCHANT, ARBITRATOR.

**PARTIES:**

Messrs D. Abraham and Sons (Pvt.) Ltd.

AND

Their Workmen (Watchmen).

**PRESENT:**

Shri Salim M. Merchant, Arbitrator.

**APPEARANCES:**

For the Employers.—Shri Moses D. Abraham, Director.

For the Workmen.—Shri R. Pandit, Assistant Secretary, Transport and Dock Workers' Union, Bombay.

STATE: Maharashtra.

INDUSTRY: Docks and Ports (Clearing and Forwarding etc.)

Dated at Bombay the 31st day of December, 1964.

**AWARD**

By an agreement under Sub-section 1 of Section 10A of the Industrial Disputes Act, 1947 (Act XIV of 1947), the parties herein agreed to refer the industrial dispute in respect of the subject matters specified there-in to me for arbitration. The said agreement in pursuance of sub-Section 3 of Section 10A of the said Act was published by the Central Government in the gazette of India Part II—Section 3(ii) dated 6th June 1964 at pages 2369 and 2370.

2. Thereafter the parties filed their written statements and there were several hearings of the dispute before me and finally at the adjourned hearing on 31st December, 1964, the parties filed a joint application recording the terms of settlement that had been reached between them and prayed that an Award be made in terms thereof. A copy of the application recording the terms of settlement is annexed hereto and marked Annexure 'A'.

3. As I am satisfied that the terms of settlement are fair and reasonable in the particular facts and circumstances of the case, I make an Award in terms of the settlement recorded in Annexure 'A' herein, which shall form part of this award.

4. No order as to costs.

Sd./- SALIM M. MERCHANT,  
Arbitrator.

**ANNEXURE 'A'**

**BEFORE SHRI SALIM M. MERCHANT ARBITRATOR.**

**ARBITRATION**

**BETWEEN**

**Messrs D. Abraham & Sons (Private) Ltd.,**

**AND**

**Their Watchmen**

May it please the Arbitrator:

We, the undersigned, D. Abraham & Sons Private Ltd., Bombay, and their watchmen represented by the Transport and Dock Workers' Union, Bombay, have reached the following settlement and pray that an award be made in terms thereof:

(i) **Wages:**—It is agreed between the parties that watchmen shall be paid in the scale of Rs. 85—5—95—7—151—8—167 with effect from 1st April, 1964.

It is further agreed that the wages of the existing watchmen will be as follows with effect from 1st April 1964; but the next increment will be given on 1st July, 1965 and thereafter on the 1st July each year.

1. Meer Gawas Khan S. Jabbar	... Rs. 123/-
2. Lala Guldat Khan	... Rs. 102/-
3. Baidulla Khan	... Rs. 95/-
4. Dhunsingh Nansingh	... Rs. 123/-
5. Ganga Singh Mansingh	... Rs. 85/-
6. Nansigh Jotsingh	... Rs. 85/-
7. Bosta Khan	... Rs. 85/-
8. Mohamad Janus	... Rs. 85/-
9. Guru Bahadur Dhalvir	... Rs. 85/-
10. Pratapsingh Mansingh	... Rs. 102/-
11. Ramsingh Khandsingh	... Rs. 85/-
12. Mannawar Khan	... Rs. 85/-
13. Sayyad Gulzar	... Rs. 85/-
14. Abdul Malik	... Rs. 85/-

It is agreed that the arrears of wages, being the difference between their existing wages and the agreed wages from 1st April 1964, shall be paid to each watchman within two months from the date of this agreement.

(ii) **Holidays and leave facilities:**—The Company shall continue to give 21 days privilege leave on full pay in the year as at present with liberty to the watchmen to encash unavailed of leave at the end of each year. The watchmen will however, be entitled to accumulate privilege leave upto 63 days.

**Casual Leave.**—The company shall grant 4 days' casual leave in the year with pay on the following terms and conditions:—

- (a) Casual leave is not to be availed of as of right but should be taken for emergent and unforeseen circumstances.
- (b) There will be no right to accumulation of casual leave.

*Sick Leave:*—The company shall grant 7 days' paid sick leave in the year with a right to the watchmen to accumulate the same upto 28 days.

*Paid Holidays:*—The company agrees to grant to the watchmen the following five days as paid holidays during the year as follows:—

Republic Day	}	Common to all watchmen.
Independence Day		
May Day		
Dassera	}	for Hindu watchmen
Diwali		
Ramzan Id	}	for Muslim watchmen
Bakri Id		

It is agreed that if a watchman is called to work on any one of the paid holidays he shall be paid on extra day's wages and if the holiday coincides with the watchman's weekly off day he will be given a substitute off or a day's additional wages in lieu thereof.

*Duty Hours:*—It is agreed that with effect from 1st December 1964 the following duty hours have been introduced which the watchmen accept:—

First shift	..	7 A.M. to 3 P.M.
Second shift	..	3 P.M. to 11 P.M.
Third shift	..	11 P.M. to 7 A.M.

The existing relieving arrangements will continue.

It is agreed that if a watchman is required to work continuously in the next shift he shall be paid double his normal wages for work in that shift.

It is further agreed that watchmen shall be granted staggered weekly day of rest and if a watchman is required to work on his scheduled weekly day of rest he shall be paid for that day at double the rate of wages and granted a compensatory day off.

Parties are agreed that Messrs. D. Abraham and Sons Private Ltd., will pay the following watchmen the amounts herein below indicated against each name as payment in full and final settlement for overtime work done in the past upto 1st December, 1964.

1. Meergavaskhan S. Jabbar	..	Rs. 400/-
2. Dhunsingh Nansingh	..	Rs. 400/-
3. Lala Guldatkhan	..	Rs. 350/-
4. Pratapsingh Mansingh	..	Rs. 350/-
5. Badullakhan Jabbar	..	Rs. 350/-
6. Guru Bahadur Dhalvir	..	Rs. 300/-
7. Ram Singh Khandsingh	..	Rs. 250/-
8. Ganasingh Nansingh	..	Rs. 250/-
9. Sayed Gulzar	..	Rs. 250/-
10. Munnawarkhan	..	Rs. 150/-
11. Abdul Malik	..	Rs. 150/-
12. Mohamad Janus	..	Rs. 150/-
13. Mansingh Jotsingh	..	Rs. 100/-
14. Bostakhan	..	Rs. 100/-

TOTAL .. Rs. 3,550/-

It is agreed that these payments shall also be made within two months from the date of this agreement.

Other present terms and conditions of services will continue.

Dated at Bombay this 31st day of December, 1964.

for D. Abraham & Sons Private Ltd.

Sd./-

Director.

for the Transport and Dock Workers'

Union.

Sd./-

Assistant Secretary.

Before me,

Sd./- SALIM M. MERCHANT,

Arbitrator—31-12-64.

[No. 28/63/64/LR. IV.]

**S.O. 194.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs Kanji Jadhavji and Company, Messrs Navalchand A. Mehta and Brothers and Messrs Krishna Commercial Company, Bombay and their workmen which was received by the Central Government on the 31st December, 1964.

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-4 of 1964

#### PARTIES:

Employers in relation to

- (1) Messrs Kanji Jadhavji & Co.,
- (2) Messrs Navalchand A. Mehta Bros., and
- (3) Messrs Krishna Commercial Company.

AND

Their Workmen.

#### PRESENT:

Shri Salim M. Merchant,—*Presiding Officer.*

#### APPEARANCES:

For the employers.—(1) M/s. Kanji Jadhavji & Co., and

(2) M/s. Navalchand A. Mehta & Brothers.—Shri C. K. Jaisinghani and Shri S. D. Shah, Advocates with the Asstt. Manager of M/s. Kanji Jadhavji & Co. and Shri S. A. Mehta of M/s. Navalchand A. Mehta & Bros.

(3) M/s. Krishna Commercial Company.—Shri Harikrishnan, Advocate.

For the workmen.—Shri S. R. Kulkarni, Secretary with Shri R. Pandit, Asstt. Secretary, Transport and Dock Workers Union, Bombay.

STATE: Maharashtra.

INDUSTRY: Docks & Major Ports.

Dated at Bombay the 20th December, 1964

#### AWARD

The Central Government by the Ministry of Labour and Employment's Order No. 28/63-LRIV dated 7th January, 1964, made under the provisions of Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 1947) was pleased to refer the dispute between the parties above named in respect of the subject matters specified in the following schedule to the said order to me for adjudication:

#### SCHEDULE.

1. Whether demands of workmen employed in loading cement by M/s. Kanji Jadhavji and Co., M/s. Navalchand A. Mehta and Brothers and M/s. Krishna Commercial Company for the—

- (i) enhancement of wages to Rs. 6 per 100 bags or Rs. 2 per ton;

- (ii) payment of attendance allowance of Rs. 1.50 per shift to a workman who is called for work when no work is made available to him;
- (iii) payment of minimum wage of Rs. 4 when employed through the shift and
- (iv) payment of bonus for the years 1960-61, 1961-62 and 1962-63 are justifiable and if so to what extent?

2. To what relief, if any, are the workmen entitled?".

2. As there was an omission of the name of "Messrs Krishna Commercial Company" after "Navalchand A. Mehta and Brothers" appearing in line 3 of para 1 of the schedule, the Under Secretary to the Government of India, Ministry of Labour and Employment, by his letter dated 31st January, 1964, addressed to all parties requested them to make this addition. I may state that this omission had not occurred in the order, as published in the Gazette of India, Part II Section 3(ii) dated the 18th January 1964.

3. The genesis of the dispute is that the Transport and Dock Workers' Union (hereinafter referred to as the Union), which represents the workmen, on 30th July, 1963 served a charter of demands on the managements mentioned above. M/s. Kanji Jadhavji and Co. and M/s. Krishna Commercial Co. did not reply to the Union's demands and according to the Union the reply from M/s Navalchand A. Mehta was unsatisfactory and the Union referred the dispute to the Conciliator. It is clear from the failure report dated 24th October, 1963, submitted to the Government by Shri K. K. Sharma, Conciliation Officer (Central) Bombay, that in spite of all opportunities given and in spite of adjournments granted at their request, M/s. Kanji Jadhavji and Co., and M/s. Krishna Commercial Co. did not take part in the conciliation proceedings. None of the employers submitted their written submissions. Only Messrs Navalchand A. Mehta's representative attended, on 22nd October, 1963, but the discussions with the Union did not lead to a settlement. It appears that the other managements had avoided appearing at the hearing on 21st September, 1963, and 4th October, 1963, and again on 22nd October, 1963. In the result, a report recording failure to reach a settlement was submitted by the Conciliation Officer (C), Bombay to the Ministry of Labour and Employment, New Delhi.

4. I may here immediately deal with the contention urged on behalf of Messrs Kanji Jadhavji and Co., and Messrs Navalchand A. Mehta and Bros., that the failure report of the Conciliation Officer dated 24th October, 1963 is not in conformity with the provisions of Section 12(5), of the Industrial Disputes Act, 1947. The contention is that the failure report of the Conciliation Officer did not give any material to the Government to enable it to decide whether there was a case for a reference of the dispute to an Industrial Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947. It is urged on behalf of the two employers mentioned above that the Government had acted *mala fide*, rendering the entire dispute null and void. I may state that the third employer Messrs Krishna Commercial Company has not urged this objection nor has it supported the other two employers in this stand.

5. Section 12 of the Industrial Disputes Act deals with the duties of the Conciliation Officer and Section 12(5) is in the following terms:

Section 12(1): "Where any industrial dispute exists or is apprehended, the conciliation officer may, or where the dispute relates to a public utility service and a notice under section 22 has been given, shall, hold conciliation proceedings in the prescribed manner."

Section 12(5): "If, on a consideration of the report referred to in sub-section (4) the appropriate Government is satisfied that there is a case of reference to a Board (Labour Court, Tribunal or National Tribunal), it may take such reference. Where the appropriate Government does not make such a reference it shall record and communicate to the parties concerned its reasons therefor."

6. Now, the objection urged by the employers is that the report dated 24th October 1963 of the Conciliation Officer, does not set forth the steps taken by him for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement thereof together with a full statement of such facts and circumstances and the reasons on account of which in his opinion a settlement could not be arrived at. In other words, that he had not fulfilled the requirements of Section 12(4). They have submitted that the object of the requirement of

report of the Conciliation Officer, is to apprise the Government of all the relevant facts and reasons in the failure report, so that the Government may be in possession of the relevant material on which it can decide on the course which it should adopt. According to the employers the report of the Conciliation Officer did not give any material facts and there was therefore no material before the Government on which it could have based its decision to refer this dispute to adjudication by an Industrial Tribunal under section 10 of the Act. But, as I have pointed out earlier the Conciliation Officer, has in his report given full details of the enquiry held by him. The Conciliation Officer in his report has referred to the charter of demands of the Union dated 30th July 1963 and the fact that the Union had stated that two of the employers had not furnished any reply to the said charter and the reply furnished by Messrs Navalchand A. Mehta was not satisfactory, which led to the Union referring the matter for amicable settlement to the Conciliator. The Conciliator has stated that after the preliminary enquiries the managements were required to attend the joint discussions, in his office on 21st September 1963; that the representatives of the Union Shri K. A. Khan and Shri R. Pandit attended the Conciliator's office on 21st September 1963, but no representative of the management turned up. They did not even furnish their written comments as requested by the Conciliation Officer, who, therefore, gave them another opportunity and fixed the joint discussions for conciliation on 4th October 1963. He informed the management of this date by notice sent by registered A.D., wherein it was made clear that no adjournment would be possible and that in the absence of the employers, the case would have to be dealt with ex parte. The Conciliation Officer has reported that in spite of this, no representative of the management turned up on 4th October 1963. It appears that M/s. Kanji Jadhavji and Company on 3rd October 1963 requested for an adjournment on the ground that their representative, Shri S. D. Shah, was otherwise busy. The Conciliation Officer, by his letter of the same date informed M/s. Kanji Jadhavji and Company that they should depute some other representative to take part in the discussions as postponement was not possible at that stage. Messrs. Navalchand A. Mehta & Bros. requested that they had received the intimation regarding the discussions to be held on 4th October 1963 late, and hence they could not depute their representative to remain present on that date. However, considering these requests and with a view to give the employer a chance to take part in the conciliation proceedings, the Conciliation Officer adjourned the conciliation proceedings to 22nd October 1963, when no representative of Messrs. Kanji Jadhavji and Company was present but a representative of Messrs Navalchand A. Mehta was present with whom the matters were discussed. On behalf of the Union its Assistant Secretary, Shri R. Pandit had remained present at the discussions and attention of the parties was drawn to the Industrial Truce Resolution and they were asked whether they would like the dispute to be resolved through arbitration under the Code of Discipline and or Section 10(A) of the Industrial Disputes Act. Although the representatives of the Union agreed for arbitration the representatives of Messrs Navalchand A. Mehta & Bros. did not agree. In the circumstances, the Conciliation Officer submitted a failure report to the Government dated 24th October 1963, stating that his discussions held with the representatives of the employers who had turned up, and the Union, had not resulted in a settlement.

7. It will be noticed that two of the three employers had failed to appear and take part in the conciliation proceedings with the conciliator. None of the three employers had filed any written statements. At one stage the representative of Messrs Kanji Jadhavji & Company, Shri S. D. Shah was present and whose appearance is noted evidently when the preliminary enquiries were made. This is a case where the employers had failed to file their written statements and two of the employers had not appeared before the Conciliation Officer though he had acceded to their request for an adjournment. In fact, at two hearings namely the 21st September and 4th October 1963, the Conciliation Officer granted adjournments at the request of the employers and at the adjourned hearing on 22nd October 1963 none of the other two employers turned up. In the circumstances, the only thing that the Conciliation Officer could do was to report on the efforts made by him to bring about conciliation and failure of his efforts to bring the parties together. I am of the opinion that the Conciliation Officer had substantially complied with the provisions of Section 12(4) of the Act. In his report he has given a full statement of facts and circumstances and the reasons on account of which a settlement could not be reached and it was after consideration of this report that the Government decided to make this reference. I am of the opinion that in this case two of the employers are seeking to take a technical objection though it was their own laches and absence which did not give the conciliation machinery a proper chance to bring about a settlement and they cannot

at this stage take advantage of this. It is significant that the third employer Krishna Commercial Company did not support this stand of the other two employers.

8. The employers in their written statement have next urged that this reference is bad and illegal, because it is a joint reference in respect of the three employers. The managements rely on Section 10(5) in support of their contentions that this is not a valid reference. In my opinion this legal contention is also without any substance. What has happened in this case is that the Union, which admittedly represents the workmen of these three Companies, had submitted a common charter of demands dated 30th July 1963 relating to rates of wages, attendance allowance, payment of minimum wage and payment of Bonus for 1961, 1962 and 1963, which are clearly matters over which an industrial dispute can be raised. Instead of making three separate references what the Government has done is that it has mentioned by name each of the three companies in the Order of reference and has stated that as in its opinion an industrial dispute existed between each of these three employers and their workmen in respect of the matters specified in the schedule to the said order (which has been reproduced above) in exercise of the powers conferred by Section 10(1)(d) of the Industrial Disputes Act, it refers these disputes for adjudication to this Tribunal.

9. I am of the opinion that there has been no exercise of the powers under Section 10(5) of the Industrial Disputes Act by the Government as clearly it was not necessary for it to do so. Section 10(5) of the Act is as follows:

"Where a dispute concerning any establishment or establishments has been, or is to be, referred to a (Labour Court, Tribunal or National Tribunal) under this section and the appropriate Government is of opinion, whether on an application made to it in this behalf or otherwise, that the dispute is of such a nature that any other establishment, group or class of establishments of a similar nature is likely to be interested in, or affected by, such dispute, the appropriate Government may, at the time of making the reference or at any time thereafter but before the submission of the award, include in that reference such establishment, group or class of establishments, whether or not at the time of such inclusion any dispute exists or is apprehended in that establishment, group or class of establishments."

Here, the dispute had been raised by the Union against each one of the three Companies under reference and it is not a case where Government desired any other establishment of a similar nature, to be added as parties to a dispute which had been referred or was to be referred to the Industrial Tribunal. I am of the opinion that Section 10(5) of the Industrial Disputes Act does not apply and that this reference is a joint reference only in the sense that an industrial dispute in respect of the same subject matters was raised by the Union against each one of those three employers separately and instead of making three separate orders of references, under Section 10(1)(d) of the Industrial Disputes Act, the Government has made one reference mentioning all the three employers specifically by name and stating that a dispute in its opinion existed between those employers and their workmen in respect of common demands relating to wages and bonus made against each of these employers as enumerated in the schedule to the said order. In my opinion, this is a perfectly valid and legal reference and the employers' objection is without substance and must be rejected. In fact references in this form are often made when there are a number of employers against whom an industrial dispute is raised in respect of common demands.

10. It is necessary to deal with yet another ingenious legal objection, urged by Messrs Kanji Jadhavji and Company. It has contended that it is covered by the provisions of the Dock Workers (Regulation & Employment) Act, 1948 and therefore the Industrial Disputes Act, (Act XIV of 1947) does not apply to it and as this reference is under the Industrial Disputes Act, the reference is bad and this Tribunal has no jurisdiction to entertain it.

11. Now, the Dock Workers (Regulation of Employment) Act, 1948 (Act IX of 1948) provides for regulating the employment of dock workers. The Act's main object and purpose is to give power to the Central Government in the case of major ports and the State Governments in respect of minor ports, to frame a scheme for the registration of dock workers with a view to securing greater

regularity of employment of dock workers whether registered or not, in a port. Section 2, which is the definition section defines "dock worker" and "employer" as follows:—

**Section 2(a)—**

"dock worker" means a person employed or to be employed in or in the vicinity of any port on work in connection with the loading, unloading, movement or storage of cargoes on work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port."

**Section 2(c)—**

"Employer" in relation to a dock worker, means the person by whom he is employed or to be employed as aforesaid."

Section 3 of the Act provides for a provision being made by a scheme for the registration of dock workers with a view to ensuring a greater regularity of employment or for regulating the employment of dock workers, whether registered or not, in a port, and Section 3(2) clauses (a) to (k) mention several matters the benefits of which can be provided for the workmen. It is admitted that Schemes have been framed for dock workers under the provisions of Section (1) of the Act. The scheme known as the Bombay Dock Workers (Regulation of Employment) Scheme, 1956 is one such scheme. If the Act and scheme were applicable, these workmen of these employers would, under its provisions, have been entitled to several benefits and rights such as to mention only a few, maintenance of registers, imposition of fines, receiving minimum pay etc. for which matters provisions are made in the scheme. It is admitted that the Company does not provide any of the benefits of the scheme to its workmen. Clause (8) of the Scheme of 1956 enumerates the responsibilities and duties of the Board in meeting and sub-clause (10) thereof provides for, "endeavour being made by the Board to settle disputes about which request for adjudication has been made to the Central Government by the parties concerned and report to the Central Government the results of such endeavour." This, if any thing proves that the jurisdiction of the Industrial Disputes Act, 1947 is not only not excluded, but is retained. In fact, there are awards of Industrial Tribunals in this very Company's industrial disputes under the provisions of the Industrial Disputes Act, as also in disputes between the Dock Labour Board and its workmen. It appears to me that the employers herein whilst not giving their workmen the benefits to which they would have been entitled to, if covered by the Bombay Dock Workers (Regulation of Employment) Scheme 1956, is also unjustly and illegally trying to deprive them of the benefit of the Industrial Disputes Act. I, therefore, reject the contention of the employers.

12. Having disposed of these objections, I must deal with yet another legal objection urged in para 5 of their written statement by Messrs Kanji Jadhavji & Co., Bombay, against the maintainability of this reference. It has urged that the workmen engaged by it for doing the work of loading cement bags from the sheds into the trucks is not work of a regular nature; that for this work mukadams engage workers, who have to work a few days in a month and that too only when the work is available; that these labourers are not in the employment of the Company and as such the Company has no control or supervision of whatsoever nature over the work of these workmen, they are not bound to work when called upon only for them, that they are also employed with other Companies; that their employment is dependent upon the exigencies of work; that there is no control or supervision over these workers by the Company. They get payment on piece rates when they work and do not get any payment when there is no work and that when there is no work these workers are engaged by other Companies and when engaged by other Companies they do not come to this Company's work even though work may be available; the Company is not competent to take any disciplinary action when they do not come to work. In short, the Company has submitted that by the nature of their duties and the mode of their employment, these workers cannot be considered to be workers in the employment of the Company, and are, therefore, not workmen as defined in the Industrial Disputes Act. It has submitted that it does not even know who are the workers covered by this reference. It has, therefore, submitted that the reference is bad in law and the Tribunal has no jurisdiction to entertain this reference.

13. In support of this contention the Company has led the oral evidence of Shri Devji Premji Poojara, the In-Charge of its Dock Department (EW-1) and has filed a number of documents. Its main contention is that the workmen doing

the work of handling the cement bags are not engaged by the Company; that these workers are engaged and employed by mukadams and that the mukadams pay wages to these workmen. There are several other supplementary facts urged in support of the Company's contention that these workmen are employed by the mukadams and there is no relationship of employer employee between it and the work of handling cement bags. Before I deal with the evidence I think it is necessary briefly to discuss what in law establishes the relationship of employer and employee and whether these workmen employed by the Company work under the supervision and control of the management.

14. The leading case on the question of the test for determining whether a particular person is a workman or an independent contractor and the distinction between the 'contract of service' and 'contract for service', is the case of Dharangadhara Chemical Works Limited and the State of Saurashtra and others (1957 I LLJ at page 477). In that case their Lordships of the Supreme Court held that the *prima facie* test to apply in order to determine the relationship is the existence of right of control in respect of the manner in which the work is to be done; that there is a distinction between a contract for service and contract of service. In the first case a master can order or require what is to be done while in the second case he cannot only order or require what is to be done but how it shall be done. Their Lordships further held that the nature or extent of control, which is recognised to establish the relationship of employer and employee, must necessarily vary from business to business and is by its very nature incapable of precise definition and the correct method of approach, therefore, would be to consider whether having regard to the nature of work there was due control and supervision by the employers. Their Lordships further laid down that it is impossible to laydown the rules distinguishing the contract of service and contract for service. It is a question of fact to be decided by all the circumstances of the case. Their Lordships further held the fact that the persons so engaged were paid on piece rates basis and they could employ their own labour and pay for it, could not be considered to be decisive factors to hold them as independent contractor when the employers do appear to control and supervise from all stages of work from beginning to end; that there was abundant authority that a person could be a workman even though he is paid not per day but by the job. Their Lordships further observed that a person who agrees himself to work and does so work and is therefore a workmen, does not cease to be such by reason merely by the fact that he gets other persons to work along with him and these persons are controlled and paid by him. What determines whether a person is a workmen or an independent contractor is whether he has agreed to work personally or not. If he has, then he is a workman and the fact that he takes assistance from other persons would not effect his status; that whether or not in any given case the relationship of master and servant exists is purely a question of fact.

15. This case lays down the test for determining whether in any particular set of circumstances the workers are workmen or independent contractors or workmen employed by the contractor. Shri Jaisinghani has referred to a judgment of the Madras High Court (Justice Shri Rajagopalan) in the case of Reddiear (K) Gold Merchant and the Labour Appellate Tribunal of Madras and others (1957 I LLJ p. 645). That judgment was given evidently before the Hon'ble Supreme Court's judgment in the case of Dharangadhara Chemical Works Limited was published, as it contains no reference to the judgment of the Supreme Court in that case. That judgment has proceeded mainly on the question whether the stipulated time of the person who works at the disposal of the master. I may here state that there is no evidence to support the company's case that these 28 workmen work for other employers when there is work in this company. The company has not led any evidence to show that these workmen work for other employers and the company's witness EW-1 has denied that he and the other workmen work elsewhere, even when there is no work in the company. Shri Jaisinghani has also relied upon the judgment of the Calcutta High Court (Justice P. F. Mukherjee in the case of K. C. Das vs. State of Bengal (1960 II LLJ page 505). But that was a case of Labour indentures who used to recruit labour for working in two companies and who had complete control over the labour so recruited and the company for which they were recruited had no control over them. They were recruited and paid and discharged by such indentures. In the industrial dispute that was raised and referred by the West Bengal Government to its Industrial Tribunal the dispute was between the indentured labour and the indentures and it was held that there was a relationship established between the indentured labour and the labour indentured by them. On the facts, the instant case is clearly different. In fact, in that case the test laid down by the Hon'ble Supreme Court in the case of Dharangadhara Chemical Works was applied. Shri Jaisinghani has next referred to the case of Chintaman Rao and others vs. the State of Madhya Pradesh (1958 II LLJ page 252). This is the decision of the Hon'ble

Supreme Court in which their Lordships were considering certain provisions of the Factories Act. The case related to the work of making bidis entrusted to independent contractor known as Sattyadas for the supply of bidis locally. In their judgment their Lordship approved the test laid down in the case of Dharangadhra Chemical Works (1957 I LLJ page 477) and held that there was no reason why that test should not be applied in ascertaining whether a person is a worker under the Factories Act. Their Lordship in construing the term of the contract of service stated that their decision in that case (Chintaman Rao's case) was not intended to lay down a general proposition and that whether a particular person, under whatever designation he may be known, is a worker or not under the Factories Act depends upon the terms of the contract entered into between him and his employer.

16. The last case relied upon by Shri Jaisinghani, is the case of the Modern Match Industry vs. The Labour Appellate Tribunal [AIR 1957 (Madras) page 688] where the test laid down was that the place of work does not establish the relationship and the real test is whether there was supervision and the time of the worker was at the disposal of the employer.

17. I shall in determining this contention, apply the tests laid down by the Hon'ble Supreme Court in the case of the Dharangadhra Chemical Works vs. Its workmen (1957 I LLJ p. 477) and as reaffirmed by it in the case of Chintaman Rao and others vs. The State of Madhya Pradesh (1958 II LLJ p. 252).

18. The company's case is that its entire work of loading cement bags into trucks is done by mukadams, who engage these workmen numbering about 28; that originally in 1950 one Damu Krishna was the Mukadam and after he left in 1961 one Gopal Sahadeo was appointed in his place. It is admitted by the Union that Damu Krishna was the mukadam till the beginning of 1961. According to the company the rate paid to Damu Mukadam and later to Gopal Sahadev was 42 P. for loading 20 bags of cement which was raised under the settlement entered into by this company with this union in Reference No. 3 of 1958 to Re. 0.45nP. for loading 20 bags of cement. The Union's case is that after Mukadam Damu Krishna left in 1961, the company had treated the workmen as its direct workmen and payment had been made by the Company. The company's case, however, is that after Damu Krishna left one Gopal Sahadev was appointed as the Mukadam and he continued to work as Mukadam till July 1962; that these workmen were the workmen engaged by Gopal Sahadev, who was paid in the same manner and at the same rate as Damu Krishna and from whom the Company took the receipts as from Damu Krishna. According to the company's case, Gopal Sahadev left in July 1962 for his native place and made arrangements that in his absence payment should be made to a Committee of any five workmen, who would approach the management for payment. The Management's case is that after Gopal Sahadev left the Committee of five workmen had acted as mukadams in Gopal Sahadev's place, and there was no relationship of employer and employee between them and the management, whilst the Union's case as I have stated earlier is that after Mukadam Damu Krishna left, the workmen were treated as direct employees of the company and payments were directly made to them. The Union has further contended that in any case after Gopal Sahadev left in July/August 1962 the workmen worked under the direction and control of the company's two supervisors at the Dock and of Shri Devji Premji Pujara, the Company's In-charge of the Docks Department, who has given evidence in this case (EW-1) and were paid directly by the company. Both parties have led oral evidence and filed documents in support of their respective contentions and I now propose to deal with the evidence on record on this point.

19. The Union has led the evidence of Ram Dular (WW-1) who stated that he had been working with Messrs Kanji Jadhavji & Co. since the last 13 years and that Shri Devji Premji Pujara (EW-1) gave him instructions how to load cement and into which truck. He deposed that formerly there was a mukadam called Damu Krishna, whose services were dispensed with before 1961; that after Damu left there was no other mukadam; that his wages were paid by Shri Devji Premji Pujara (EW-1) and his thumb impression was taken on pay-sheets and all the 28 cement workers were paid accordingly; that the workmen were paid on the 10th of each month at the head office of the company at Masjid Bunder and they addressed their leave applications to Shri Devji Premji Pujara. He stated that the account of the work done by each workmen was maintained by the supervisory staff engaged by the company. He identified a photo pass (Ex. E.W-2) which had been issued to him by the company. He denied that there was no mukadam after Damu Krishna left and he stated that he was paid at the rate of 0.45nP. per day and he did not know whether the company paid any commission to any mukadam. He stated that the company had not appointed any Mukadam after Damu left in 1961.

20. This witness WW-1 was subjected to a searching cross-examination by Shri Jaisinghani, Advocate for the company and he denied that Gopal Sahadev was appointed contractor and stated that Gopal Sahadev was a workman like himself; and he at first denied that he had received wages from Gopal Sahadev. However, he later admitted that after Damu Krishna left Gopal used to make payments to the workmen for about 8 months, after which Gopal Sahadev himself left; that when Gopal Sahadev left there was some trouble and discussions took place and thereafter the company started paying wages directly to the workmen. At first he denied any knowledge of a Committee of five workmen having been formed and of such committee having started making payments to the workmen, but later he admitted the appointment of the committee of five, but stated that the committee was not appointed by the company, but by all the workers and that the amount was to be distributed amongst the workmen by the committee. He stated that this arrangement did not work satisfactorily and did not last for more than one month. This was sometime in 1962; that thereafter Shri Devji Premji Pujara used to make payment to each workmen and take their signatures in the company's book. He denied that mukadam Damu Krishna had made payment till April 1961 and thereafter Mukadam Gopal Sahadev had made payments till 7th July, 1962. He denied that payment was made by the committee of five workers from 7th July, 1962 to 10th July, 1963. He stated that the committee of five did not work satisfactorily as it could not distribute the wages correctly and a lot of money was being lost. He said that Shri Khan, Secretary of the Union had met Shri Devji Premji Pujara and he was present at the interview but that as they had talked in English he could not follow their conversation. But Khan later told him that the company had agreed that the attendance of these 28 workmen would be marked by the company and the payment would be made by the company on the 10th of every month and the workers' signatures would be obtained by the company and he stated that thereafter the workmen had received wages accordingly. He stated that during the last 13 years, he had worked only with this company and with no other company and that he had got work for 18 to 19 or even 25 days in the month. He stated that he did not work elsewhere even when there was no work in this company because the company objected to it. He stated that the workers met Shri Devji Premji Pujara every day. He denied his specific suggestion put to him that the present practice of the company of making payments to him and the other 27 workers was that the total payments due to the workers is exchanged for the receipts prepared by him. Questioned about the admission to the Docks he admitted that there was a token system when Damu Krishna was the contractor, but he stated that when the token system for entry in to the docks was abolished, the company started issuing photo passes. He stated that after the token system was abolished they were stopped from entering the docks till the company issued photo passes.

21. The company's witness Shri Devji Premji Pujara (EW-1) (hereinafter referred to as Devjbhai) stated that he was working with Messrs Kanji Jadhavji & Company as In-charge of the Dock Department for the last 24 years and that since the last 14 to 15 years this company is the clearing agents of the Cement Marketing Company and the work of the company was to get documents passed through the Customs for clearance purposes. He explained the clearance procedure for clearing goods from Docks and stated that various constituents take delivery of the respective quantities of cement from their supervisor at the shed in the Docks; that the parties may clear the cement through their own labour, but if the parties taking delivery wanted their cement bags to be loaded by Messrs Kanji Jadhavji & Co. they charged Rs. 0.75 nP. for twenty bags, which is equivalent of one ton; that the company had entrusted the work of loading cement bags to Mukadams. He denied that it engaged any labour and stated that they were engaged by their mukadams; that Damu Krishna was engaged in about 1950 and that he used to charge 0.42 nP. for loading 20 bags of cement (till of course the rate was raised to Rs. 0.45 nP. under the settlement in Reference No. 3 of 1958) and that this amount was paid to Damu Krishna in lump sum according to the work done by him and a receipt used to be taken for the payment made to him. He produced the Sahi book of Messrs Kanji Jadhavji & Co. for the year 1957, which contained receipts of Damu Krishna for payments made to him. He stated that Damu Krishna was kept as mukadam of the company till May 1961, and he produced entries for payment of Rs. 591.50 nP. on 24th April, 1961 (Ex. E-1). He stated that after Damu Krishna left Gopal Sahadev was appointed as mukadam and he was paid in the same manner as Damu Krishna and at the same rate. He produced entries in the Sahi Book dated 8th June, 1962, for the last payment of Rs. 732.68 nP. paid to Gopal Sahadev (Ex. E-2 KJ). He stated that payment of Rs. 1322.22 nP. was made to Mukadam Gopal Sahadev on 1st May, 1961 for which he produced the entry in the Sahi book (Ex. E-3 KJ). Later, he corrected himself and stated that the last payment to Gopal Sahadev was made on

7th July, 1962, when he was paid Rs. 4551.22n.P. and he produced the entry in the Sahi Book for the year 1962 (Ex. E-4 KJ).

22. The witness's story was that Gopal Sahadev saw him in July 1962 and told him that he was going to his native place, whereupon the witness asked him to whom payments should be made to a committee of any five workmen who approached the company for payment. He stated that Gopal Sahadev did not leave for his native place immediately thereafter, but stayed on in Bombay for some time during which arrangement about the manner of payment was finalised; and thereafter the next payment was made on 6th August, 1962 of Rs. 4506.98 n.P. for which he had produced the receipt in the Sahi Book of that date, which has signed by Gopal Sahadev, Ram Dulhar (WW-1) and three others namely Vajid Ali, Abdul Jalil and Swedeshi, who all put their thumb impressions (Ex. E-5 KJ). He stated that Gopal Sahadev was formerly a workman of Mukadam Damu Krishna and later became a mukadam himself and that Gopal Sahadev stopped working as a workman when he became a mukadam. He stated that Ram Dular (WW-1) was one of the members of the committee of five and he stated that he was not sure whether Gopal Sahadev went to his native place in August or September 1962. He stated that after Gopal Sahadev went to his native place payments were made to a committee of four or five workmen till 10th July, 1963 and he produced entries for these payments from the Sahi Books for the year 1962 and 1963 (Ex. E-6 to E-14 KJ). He stated that at the time of payments on 10th June, 1963 and 10th July, 1963 (Ex. E-13 and Ex. E-14) some of the workmen had complained to him that they had not received proper payment and, thereafter the workmen told him that they would each give him a "kachha" pay sheet and that the witness should check up the total of the amounts shown in the kachha pay sheets and the amount paid by the company, and tell them whether the same was correct or not. He produced three pay sheets for the months of January 1963 (Ex. E-15 KJ), February 1963 (Ex. E-16) and the third one bearing no date (Ex. E-17 KJ). He later stated that he had made a mistake in stating that these "kachha" pay sheets were presented to him after July, 1963. He stated that they were presented to him some where in January or February 1963. He stated that each of these receipts (Ex. E-6 to E-14) bore the signature of Shri Ram Dular (WW-1). He further stated (in his examination-in-chief) that in the month of June or July, 1963, Shri Khan, the Secretary of the Union had seen him and told him that the workmen being illiterate were not able to distribute the amount between themselves since the question of distribution had become a subject of grievance among the workers. Thereupon in the witness's own words:

"Thereupon I told Mr. Khan I would undertake the distribution of the amount among the workers but I wanted it to be understood that by doing so the workmen should not claim to be the workers of Kanji Jadhavji & Company. Mr. Khan then assured me that in view of the fact that I was doing this to help the workmen, the workmen would never claim to be the employees of Kanji Jadhavji & Company. Thereafter from the month of June or July, 1963, I told one of the supervisors of M/s. Kanji Jadhavji & Company to arrange that each workmen got the correct payment of his share. This supervisor having no idea about the muster of the workers, divided the total amount payable for the month equally among all the workers. When payment in this manner was made, the workers were agitated and saw me. Thereupon I called the workmen and told them how the management of the Kanji Jadhavji & Company was to know which of them was present or absent and on which dates, for proper distribution. Thereupon, the workmen agreed that one amongst them would meet the supervisor of M/s. Kanji Jadhavji & Company every day in the evening and would inform M/s. Kanji Jadhavji & Co. of the worker or workers who was or who were absent on that day. This practice was introduced, as far as I can recollect in the month of July or August, 1963. Thereafter I instructed the supervisor that the amount of payment earned for each day should be distributed among the workers present on that day. By this I mean that I instructed the supervisor that he should thus determine the amount due to each workman for that day and make an entry to that effect in a daily register. This supervisor works in the head office of Kanji Jadhavji & Co. at Masjid Bunder, and the information as to which workmen was absent on a particular day is given in the evening by one of the members of the Committee of four or five workmen and thereafter a register was maintained showing the actual work done in the Docks per day by the workers, whose names are shown in the register. This information with regard to the tonnage of the work done is furnished by our Dock Supervisor. I tender

the register maintained as stated above since July, 1963 (marked exhibit E-18). I say that the payments made to the Committee of workers and the payments made from July 1963 to the workmen is made by us on behalf of Mukadam Gopal Sahadev. We exercise no control or supervision over the workers handling the cement bags. I say that on 17th July, 1964, only five workers had attended to our work in the Docks. None of the workers who remain present at the hearing of the dispute take our permission to leave work. We do not maintain any muster roll of the workmen."

Referring to the permits issued by M/s. Kanji Jadhavji & Co. to its employees to enter the docks witness stated that in 1950, the Bombay Port Trust used to issue tokens for entering the docks, but this company being clearing agents were also supplied such tokens, which they used to hand over to their Mukadams and a deposit of Rs. 5 was taken per token from the Mukadams. This token system was abolished in 1960, after which the system of photo passes was introduced, and this company was also authorised to issue photo passes to its workers; that the company issued passes to the Mukadams workers but showed them as temporary workmen and he stated that the words I.T.P. in the photo passes (Exs. W-1 to W-2) indicated that they were temporary workmen, which according to the witness meant that they were Mukadam's workmen. With regard to his letter dated 10th July, 1962, written by him in which he had referred to one Sahiba Ganpat as "our cement worker" he stated that it had been wrongly so stated. He filed several statements relating to night shift work (Ex. E-19) details of payment as per picce rate to cement stevedore labour of the Bombay Dock Labour Board (Ex. E-20), details of payment at picce-rates for cement shore handling (Ex. E-21) statement of rates paid by Regional Director of Food to matadi workers for loading foodgrains (Ex. E-22). He also filed a statement of the rates paid to unloaders of cement bags from carts (Ex. E-23) and a statement of wages paid by the company for cement motor loading work (Ex. E-24) and a statement showing the quantity of cement cleared monthwise during 1960 to 1963 and of the average of their workers on that basis. He also filed a statement (Ex. E-26) of the overhead charges incurred by this company in cement handling work and the earnings of this company on the basis of the loading rates fixed by the Cement Marketing Company, Bombay. None of these statements were, however, accepted as correct by the Union.

23. In his cross-examination by Shri Kulkarni, Shri Devji Premji Pujara (EW-1) admitted that the rate to Re. 0.45 nP. per ton was raised after the Das Gupta Award in Reference No. 3 of 1958. He said that he was present when the settlement raising the rate from Re. 0.42 nP. to Rs. 0.45 nP. per ton was reached and further that he was aware that the settlement in demand No. 1 in Reference No. 3 of 1958, had provided that Messrs Kanji Jadhavji & Company will require the Mukadam to pay the cement workers a rate of Re. 0.45 nP. per ton, effective from 1st November, 1958. He stated that they were not paying Mukadam Damu Krishna or Gopal Sahadev anything more than Re. 0.45 nP. per ton, which he was required to pay to his workmen, which if true would leave no advantage to the Mukadam. He stated that Damu left suddenly without notice, either written or oral and admitted that Gopal Sahadev was a workman before he was appointed Mukadam. Witness remembered that he was out of Bombay when Damu left, and stated that when he enquired whether Damu had left any instructions with any of the workmen they stated that Damu had stated that he was going to his native place for his sons marriage, but had not yet returned. The witness then added that thereafter at a meeting attended by Shri S. R. Kulkarni, witness himself, Shri K. K. Mehta the then Secretary of the Bombay Stevedores and Dock Labourers Association and a few others, it was decided that a Mukadam should be appointed from among the workers and it was decided to appoint Gopal Sahadev as the Mukadam. Shri Kulkarni then put to the witness that the meeting was called to discuss the situation arising out of non-payment of the workers' dues, but the witness denied this and stated that the meeting was called to appoint a Mukadam. I have not the least doubt that the witness was not telling the truth on this point, as it is clear from his later admissions that there was a dispute with regard to the payment of the wages of these workmen from March 1961 to December 1961 and he had to admit that in that connection the company had received a letter dated 11th January, 1962, addressed to Messrs Kanji Jadhavji and Company by Shri K. K. Mehta, the then Secretary of the Dock Labour Board who, it is admitted, was appointed as Arbitrator if any dispute arose between this company and the Union relating to the interpretation or implementation of the terms of settlement in Reference No. 3 of 1958 (Ex. W-5). It is admitted that the settlement in Reference No. 3 of 1958 contained a provision for this arbitration. He denied that any amount was due and affirmed that all the dues had been paid to the workmen. But to the very next question he

stated that though he did not remember whether such a large sum as Rs. 5,534.65 nP. was then found payable to these workmen, he admitted that whatever was found due was paid to the workmen. He had to admit that Gopal Sahadev was appointed Mukadam because he was a workman and was literate. Though witness denied that Gopal Sahadev had a few days later approached the management and stated that he could not do the work of worker as also of a Mukadam, he stated that it was the workmen who had come to the management to complain that Gopal Sahadev, since he was appointed as a Mukadam, was not doing the work as a workman and that Gopal Sahadev had asked to be appointed a supervisor. He had admitted that the Union had called upon the company to maintain a record of attendance of the workmen and that they should pay the workman direct, but he stated that the company had refused to comply with this demand. He, however, did not remember when this demand was made by the Union whether it was made when Damu or Gopal Sahadev had left. The Union's case was that an Inspector from the Payment of Wages Authority had come to check the attendance, but according to the witness he had come to check whether the wages had been paid to the workmen and had seen the account books of the company and had gone away satisfied that payments had been made to the workmen and he had initialled the account books. Questioned about the members of the Committee, he had to admit that none of the four or five members of the committee was a Mukadam. Having made this statement, he had to try and uphold the absurd and untenable position that this committee of four or five workmen had become the contractors. At one stage his case was that this committee was functioning as the Mukadams. At page 14 of his evidence he had to take the absurd stand:—

“There is no other Mukadam in respect of the cement loading works except the four or five members of the committee, who according to me are Mukadams.”

I am satisfied from the evidence on record that the company's story that Gopal Sahadev had appointed the committee is also false, because he had to admit that the last payment was received by Gopal Sahadev along with four other workers on 6th August, 1962, which establishes the Union's contention that Gopal Sahadev was a worker and not a Mukadam. His story that this committee was functioning in place of Gopal Sahadev who went to his native place in August, 1962 and has been honest since then is patently false and cannot be believed.

24. The Union in support of its contentions has relied upon a letter dated 5th October, 1963, from a workman named Chandra Bali Pernai registered cement worker (No. T.P. 58) which he had addressed to the company authorising Ram Dhular (registered cement worker No. T.P. 40) to receive his earned wages during his absence from Bombay [Ex. E-18(a)]. The witness (EW-1) admitted receipt of that letter when it was shown to him, but he stated that it was no proof of the applicant having been a registered stevedore worker. His explanation that the application was in this form and had to be countersigned by the Secretary of the Transport and Dock Workers' Union in order that the wages of the workmen are not held up, is an explanation that cannot be accepted. If the payment was being made by the Mukadams, surely there would not be a practice for applications to be in this form and to be addressed to the company. He had admitted that the company was obliged to pay the wages under such a letter of authority.

25. He was questioned about the 28 cement workers whose names appear in the Register maintained by the company (Ex. E-18), since August, 1962, after Gopal Sahadev left, and I was not at all impressed when witness tried to deny that these were old workers working for the company and I was inclined to think that he was saying an untruth when he said that he could recognise only 3 or 4 of them as the workers working for the company from among the eleven workers who were present at the hearing, because earlier he had stated that a large number of these workers were in court without company's leave or permission to support the company's plea that it had no control over their attendance.

26. He had also to admit that the company had complained to this Union when these cement workers had stopped work when the company had refused to issue photo passes to some of these 28 workmen who had returned to work after leave. He also admitted that about four months prior to the date on which he was giving evidence, there was a stoppage of work for two days, by these cement workers and that the management had in that connection approached Shri S. R. Kulkarni, the Secretary of the Union to have the dispute settled. Surely, this would not have happened if these cement workers had not been the workmen of the company, but only the contractor's men or contractors themselves.

27. There is another important admission he had to make in cross-examination and this was that in the docks at the sheds it is the company's supervisor who tells the cement workers whom he knows, to load the constituents' lorry with the required quantity of cement. After making this admission the witness tried to retract by adding that the supervisor would not direct any particular worker to do the work of loading but one of the members of the committee would direct which worker should load a particular lorry, which in my opinion was an addition as an afterthought to take away the effect of his earlier clear admission. I am more than satisfied that in any case after Gopal Sahadev left in August, 1962, the supervisors of the company at the sheds in the docks used to direct these cement workers what work they should do at the sheds and these workers were working under the supervision and control of the company's supervisors at the dock and sheds.

28. With regard to the photo passes the witness had to admit that after these cement workers were stopped and not allowed to enter the docks because they did not have photo passes, it was the representatives of this company who were sent to bring them in and had succeeded in doing so.

29. The Union's case was that these cement workers were the company's direct employees—in any case after Gopal Sahadev left in August, 1962—and in support they have relied upon a letter written by the witness in May, 1964 to a cement worker, asking him to return to work from leave. The witness admitted he had on behalf of the company signed that letter. According to him he wrote the letter in May 1964 and not in May 1963. He said he did not remember the name of the cement workers and therefore could not say as put to him by the Union that the worker was one Bali Hari. But the fact is that he admits that he had written such a letter on behalf of the company and his story that he had written that letter because the Mukadam had told him to write the letter because the workman had gone to his native place without his leave, is patently false as after Gopal Sahadev left in August, 1962, according to the witness's own story there was no Mukadam who could have made such a request to him.

30. I disbelieve the witness's story that the company does not know how many hours these cement workers work and what work they do because they are not under the company's supervision. I am of the opinion that this is another false story considering that the company admittedly has two supervisors (see its statement Ex. E-6) for the cement loading work and the company maintains an Attendance Register (Ex. E-18).

31. In my opinion (Ex. E-18) which witness called the Attendance Register, is really a Muster Roll, as its printed title shows. Whether Muster Roll or Attendance Register, it in my opinion clearly establishes that after July 1963 when Gopal Sahadev left, these workmen were accepted and treated by the company as its direct employees. This Register has been regularly maintained every month since July 1963, and contains entries of the attendance of the workmen on each day; shows which days were Sundays and what was the attendance of these workmen and what amount each of these 28 workmen earned. The workers' thumb impression in receipt of the payment is also recorded in this Register. I have not the least doubt that this Register clearly establishes that since July 1963 at least the relationship of these 28 cement loading workers with the management was that of master and servant or of employer and employee. The attendance of each of these workmen is so regular that the theory that they also work for other employers is impossible to believe. It is significant to say that the company's witness could not cite single instance with which other employer any of these workers was found working during this or any other period.

32. Witness filed a statement of the night duty shift work done by these cement workmen (Ex. E-19) but he stated that he could not say how many and which of them had worked in the night shift. He stated that the Mukadam must have engaged them. But some of these night shift workings in 1963 are in months after August 1963, when admittedly no Mukadam was in the company. I am, therefore, inclined to think that the management well knew who were the cement workers who had worked in the night shifts because they might have made payments to them for the night shift in any case after August 1962 when there was admittedly no Mukadam after Gopal Sahadev had left. He however, admitted that these workmen did not get any extra wages for working on night duty whilst admittedly the stevedore workers engaged by this company gets 8 hours wages for six hours work and are paid at 1-1/2 times the rates of wages if they work in the night shift after having worked in the day shift.

33. In cross-examination he also had to admit that M/s. Kanji Jadhavji & Company had paid compensation to these workmen when they became entitled to it under the Workmen's Compensation Act.

34. On an anxious consideration of the evidence both oral and documentary on this point whether these cement handling workers were direct employees of the company or were only employees of the Mukadams, I am clearly of the opinion that whilst in the beginning, as also admitted by the Union, Damu Krishna was a contractor after he left in 1961 the work was no longer done by Gopal Sahadev as a contractor. There is abundant evidence that Gopal Sahadev was himself a workman and he joined the other workmen in receiving payment. There is also no doubt that a committee of some sort was appointed after Damu Krishna left but there is positive evidence to prove that after Gopal Sahadev left in about August 1962 the workmen were treated as the employee of the company and payments were made by the company to them direct. The story put forward by the company's witness EW-1 Devji Pujara that a committee of five workmen used to give him the daily attendance from which the entries in the register Ex. E-18 used to be made and payment was made is difficult to believe. It is significant that he could only produce three such attendance sheets for the months of January and February 1962 and one which bears no date and none for any period subsequent to July 1963—which is the crucial period when the company started maintaining the Attendance Register (Ex. E-18). I am more than satisfied that in any case after Gopal Sahadev left the company recognised these cement workers as its direct employees and kept all account of the work done by them and of their earnings. I disbelieve the story of EW-1 that the workers used to report an attendance sheet and a statement of the work done, from which entries were made in Registers of Attendance (Ex. E-18). I have examined Ex. E-18 carefully and am clearly of the opinion that in considering the manner in which it is maintained, there is no doubt that the company had treated them as its employees and paid them wages accordingly. I am more than satisfied that the company exercised control and supervision over the work of these workmen and that this was exercised by their two supervisors referred to in the company's statement and also by the witness EW-1 (Ex. E-19). There is documentary evidence that the company controlled the grant of leave to these workmen and also called them back from leave. The fact that the company paid these workmen compensation under the Workmen's Compensation Act and the several other facts and circumstances noted above clearly establish that the company exercised control and supervision over these workmen and treated them as its employees. I am quite satisfied that the story of the "committee of five" was merely a cloak to hide the real relationship between the cement handling workmen and this company which clearly was that of master and servant, without any doubt whatsoever, at least after Gopal Sahadev ceased to be Mukadam in August 1962. The company's story that the committee of five continued to work as Mukadam on behalf of Gopal Sahadev who has been "non est" since August 1962, till today, is a put up story and one that cannot be given credence and which the witness of the company Shri Devji Pujara could not sustain in spite of a number of untruths which he did not hesitate to speak from the witness box. In my opinion he was a thoroughly undependable witness on whose word no reliance whatsoever could be placed and who was prepared to say anything in support of an ingeniously prepared story.

35. I, therefore, reject the contention of the company that these cement handling workers were employees of the Mukadam and there was no relationship of master and servant between the company and them. I also reject the company's story that these workers were not its full-time workers or that they worked for other at the same time. I am of the opinion that they are clearly the workmen of M/s. Kanji Jadhavji and Company in any case since after July 1963 and that the documentary and oral evidence establishes the tests laid down by the Hon'ble Supreme Court in the case of the Dharangadhra Chemical Works referred to supra to establish the Union's plea that they are workmen of the company.

36. Having disposed of all the legal objections against the validity of the reference, I now proceed to deal with the dispute on merits and I shall first deal with the case of M/s. Kanji Jadhavji & Company.

37. I, therefore, proceed to deal with the demands under reference in respect of Messrs. Kanji Jadhavji & Co. in their serialam order:—

38. Demand No. 1. (i).—Enhancement of wages to Rs. 6/- per 100 bags or Rs. 2/- per ton:—It is admitted that the present rate paid by this Company is 45 paise for loading 20 bags of cement under the terms of settlement in Ref. No. 3

of 1958. Messrs Navalchand Mehta & Co. are paying for the same work at the rate of 42 paise and Krishna Commercial Company are paying at the rate of 65 paise per ton whether the cement or clinkers. It is admitted that 20 bags of cement equal about one ton. It was stated that 95% of the work of Krishna Commercial Company consists of handling clinkers.

39. The rate of Rs. 6/- for 100 bags demanded by the Union works out to Rs. 1.20 paise per ton. The existing rate of 45 paise paid by Messrs. Kanji Jadhavji & Co. has been fixed under the terms of settlement in the earlier dispute viz. Ref. No. 3/1958, prior to which it was paying at the rate of 42 paise per ton. Messrs Navalchand Mehta & Co. were not parties to the dispute in Ref. No. 3/1958 and it is admitted that their rate of 42 paise was fixed under an agreement dated 4th February 1963. There is not the least doubt from the statements filed by the Company (Ex. E-25) and from the records produced by it (Ex. E-18) that even at the existing rate the earnings of these cement handling workers are fairly substantial and range between Rs. 150/- to Rs. 280/- per month. Considering the fact that the average earnings of other piece rated workers in the Bombay Docks are higher and the fact that Krishna Commercial Co. are paying 20 paise more per ton than what Kanji Jadhavji are paying at present, I am satisfied that (1) on the application of the principle of region-cum-industry basis (2) the fact that the present rate was fixed so far back as in 1958 and (3) that there has undoubtedly been a substantial rise in the cost of living since 1958, some increase in the existing rates of wages is called for. Messrs Kanji Jadhavji have stated that they cannot afford to grant any increase over their existing wages and it has in support filed a statement exhibit E-26 in which it has purported to show that the margin of profit left to it is only Rs. 0.01 paise per ton. It is admitted that this Company is paid by its principals, the Cement Marketing Co. of India Ltd., a rate of 0.75 paise per ton whilst it is paying its workmen 45 paise per ton. By the statement exhibit E-26, calculating on the basis of the average cargo cleared per month being 13,000 tons of cement which itself is disputed by the Union in support of which the Company has filed no other documentary evidence such as its books of accounts etc. the Company has shown that it is left with only Rs. 120/- per month as its net profits on this line of its business. The annual accounts of the working of this department have not been produced and I find it impossible to accept the statement that Messrs Kanji Jadhavji & Co. handle on an average only 13,000 tons of cement per month or that its expenses are as stated in exhibit E-26. No accounts regularly maintained or audited statement of accounts were produced in support thereof. I am not satisfied that the expenses on this department are Rs. 3,824/- per month or that its earnings are only on the basis on an average of 13,000 tons cement handled per month. The margin of profit shown by the Company is unrealistic and difficult to believe or accept. No business firm would be expected, much less a firm of businessmen of the standing of Messrs Kanji Jadhavji & Co. to carry on this line of business on a profit of one paise per ton. In the absence of the Company having disclosed its trading accounts in this line and in the absence of its having furnished the profit and loss accounts of the Company as a whole, I am not prepared to accept its plea that it has no capacity to pay any increase in the rates of wages.

40. On a careful consideration of the submissions made by the parties, I am satisfied that the rate of Rs. 1.20 per ton demanded by the Union is exaggerated and unjustified. I am also not prepared to accept the Company's contention that no increase can be granted. Considering that Krishna Commercial Company is paying a higher rate of Rs. 0.65 paise per ton—i.e. Rs. 0.20 paise more per tonne and also considering the fact that the existing rate of Rs. 0.45 paise was fixed by the settlement dated November 1958, since when there has been a considerable rise in the rates of wages paid for work done in the Bombay Docks and there has unquestionably been a substantial increase in the cost of living. I think it would be fair to grant some increase in the existing rates of wages. It has to be remembered that the Company does not pay dearness allowance separately and that the earnings of the workmen as shown by the Company are consolidated earnings. It must be remembered that there are only about 28 workmen normally employed by this Company for the work of handling cement and an increase will not put a heavy burden on the Company.

41. Considering all the facts and circumstances of the case, I think an increase of 5 paise per ton in the existing rate of Rs. 0.45 paise for 20 bags of cement i.e. one ton against Messrs Kanji Jadhavji & Co. would meet the ends of justice. This would mean an increase of about 11% in the wages of the workmen and would not place any serious financial burden on the Company. I, therefore, award that the existing rate of wages shall be increased from Rs. 0.45 per tonne to 0.50 paise per tonne or for 20 bags of cement.

42. In regard to the date from which this increase shall come into force, considering that this dispute was referred to adjudication by Government order dated 7th January 1964 and considering that the dispute was raised earlier, I direct that the new rate of wages shall come into force from 1st February 1964, and the difference in the rates should be paid to the workmen concerned within a month from the date this award becomes enforceable.

43. *Demand No. 1(ii).*—Payment of attendance allowance of Rs. 1.50 paise per shift to a workman who is called for work when no work is made available.

44. I am not satisfied that a claim for attendance allowance is justified. The analogy on which this demand is made is on the basis of the payment made by the Bombay Dock Labour Board to stevedoring labour. This system cannot be made applicable to any of these three companies as taken by and large they are small employers for this type of work and in most months these workers get attendance for almost all the days in the month. Even on the present basis of work they get, they are able to put in considerable shift attendance. This demand is, therefore, rejected.

45. *Demand No. 1(iii).*—Payment of a minimum wage of Rs. 4 per day when employed throughout the shift. In my opinion, this demand also is not justified, because it does not appear that when working throughout the shift each of these workmen are able to earn Rs. 4 per day on the existing rates. This demand is, therefore, rejected.

46. *Demand No. 1(iv).*—Payment of bonus for the years 1960-61, 1961-62 and 1962-63. The Union in its statement of claim on this demand has stated that Messrs. Kanji Jadhavji & Co. are paying regular bonus to their other workers in their other departments of business but not to the cement workers which according to it is a discrimination against a section of their employees. The Union has urged that the office employees of the Company are paid regular bonus on the occasion of Diwali but the cement workers are denied the benefit of bonus or Diwali bonus. It has also pointed out that this Company's Stevedore labour got 3 months wages as bonus each year. The Union in its written statement has called upon each of these companies to produce their balance sheets for these years and it reserved its right to make further submissions after the accounts were produced. Kanji Jadhavji & Co. have not produced any accounts audited or otherwise for any of these years. The Union has, without prejudice, prayed that irrespective of whether the managements had shown profits or losses a minimum bonus may be awarded in view of the fact that all the dock workers get a certain amount of bonus as a result of agreement with their employers or in accordance with the traditions in the industry since 1949.

47. Messrs. Kanji Jadhavji & Co. in their written statement on this demand have stated that the demand is unreasonable because these are not permanently employed workmen and because the Company works this Deptt. on a meagre margin. It has urged that generally piece rate workers engaged in the docks do not get any bonus and that the Bombay Port Trust does not pay any bonus to its workers. Without prejudice, the Company has urged that the demand is belated. The Company has urged that having regard to the financial position emanating from the contract of the cement companies there is no surplus profit to enable this company to pay bonus to these workmen.

48. At the hearing Shri Jaisinghani, Advocate for the Company, argued that the demand for bonus for the two years 1960-61 and 1961-62 was belated and that for the year 1962-63 the demand was premature inasmuch as the year ended on 31st December 1963, and the demand for bonus was made on 30th July 1963 i.e. the demand for bonus was made five months before the working results of the company was known for the year 1962-63.

49. I uphold the company's contention that the demand for bonus for the year 1960-61 (ending on 31st December 1961) was belated and the demand must be rejected on that score. I also uphold the company's contention that the demand for bonus for the year 1962-63 i.e. for the year ended 31st December 1963 was premature because the demand was made on 30th July 1963, before the year had ended. This leaves us with the demand for bonus for the year 1961-62 i.e. for the year ended 31st December 1962, for which year also the company has argued that this demand was belated. But considering that the demand was made on 30th July 1963 only seven months after the year had ended it could not be considered to be belated. I, therefore, reject the company's contention that the demand for bonus for this year i.e. 1961-62 is belated.

50. The company has not filed its accounts, audited or otherwise, for the year 1961-62. It has, however, relied upon its statements exhibits E-25 and E-26 and whilst I consider it incredible that this company has only margin of 1 paisa per ton left to it on the work of handling of the cement bags, there is this difficulty that from my finding recorded above these workmen were direct employees of the company only for a part of the year 1962. In the circumstances it would not be possible to determine to which workmen bonus, if awarded, were to be made payable. In these difficulties the demand for bonus for the year 1961-62 is rejected.

51. I must make it clear that, as I have stated earlier, I am holding the demand for bonus for the year 1962-63 as premature, because according to this company that year ended on 31st December 1963 and the demand for bonus for that year was made on 30th July 1963. Therefore, the workmen's right to claim bonus for that year under any formula that may be prescribed under the Bonus Commission's recommendations or otherwise would remain unaffected.

52. I shall now take up the case of Messrs. Navalchand A Mehta and Brothers.

53. With regard to demand No. 1(i) on enhancement of wages, it has been urged on behalf of this company in its written statement that the demand for wages is not maintainable because it is admitted that there was an agreement dated 4th February 1963 between the union and the management of Messrs. Navalchand A. Mehta and Bros., a copy of which was filed at the hearing. Clause 2 of that agreement provided as follows:—

"The management and the union agree that the payment will be at the rate of Rs. 2-10 P. per 100 bags in future."

Clause 3 of the agreement provided that it would be binding from 1st February 1963. Now, under the provisions of Section 19 of the Industrial Disputes Act, the statutory period of this agreement would be six months from 1st February 1963 i.e. till 31st July 1963. This agreement was reached in conciliation proceedings and therefore its life would expire on 1st August 1963. It is admitted that there was no notice terminating the agreement and any termination prior to 1st August 1963 would have been illegal. The demand was made on 30th July 1963, which would technically mean that it was made before the expiry of the six months' statutory period of the agreement.

54. Shri Jaisinghani, appearing for this Company, has relied upon the decision in the case of *Maharaja Shri Umed Mills Ltd., vs. T.L.U. [A.I.R. 1958 (Rajasthan) page 34]* where it was held that there could be no adjudication during the pendency of an agreement. It is admitted that the charter of demands was submitted on this Company on 30th July 1963, that is to say during the pendency of the agreement dated 4th February 1963 which had a statutory life of 6 months from 1st February 1963 under Section 19 of the Act. It is admitted that no notice of two months as required by section 19(2) of the Industrial Disputes Act was given to the Company terminating this settlement. Thus there has been no termination of the agreement by notice prescribed under section 19(2) of the Act. The charter of demands, dated 30th July 1963 was submitted during the statutory period of six months during which the settlement dated 4th February 1963 remained in force. Therefore, there having been no valid termination of the said agreement dated 4th February 1963 no industrial dispute could be raised regarding wages and the rates of wages fixed by the agreement of 4th February 1963 must be treated as subsisting. The reference must, therefore, to that extent be held to be invalid. I am aware of the decision of the Hon'ble Supreme Court in the case of the workmen of Western India Match Co. Ltd., and the Western India Match Company Ltd. (1962 1 LLJ p. 661) where it was held on the facts and circumstances of that case that the submission of a charter of demands should be treated as terminating the award and that a too technical view should not be taken of the provisions of section 19(2) of the Act. But that case was decided in the peculiar facts and circumstances of the case. There what had happened was that the charter of demands were submitted long after the period of settlement had expired. There had, thereafter been representations to the Company and finally under the terms of settlement the parties had agreed to get the dispute regarding the scales of pay referred for adjudication and one of the terms of the settlement recorded the fact that the dispute in relation to dearness allowance was already referred to adjudication. In those circumstances it was held that the various representations made on behalf of the workmen and their presentation of the charter of demands were sufficient to terminate the settlement. In these facts and circumstances, absence of a formal notice under Section 19(2) of the Act terminating the settlement was held immaterial. Here, however, the charter of demands dated 30th July 1963 was submitted during the statutory pendency of the agreement dated 4th February 1963. There had been no other representations and there were no terms of settlement agreeing to refer the demand for wages to adjudication. In

these circumstances, the preliminary objection urged by Shri Jaisinghani, the learned Advocate for the Company, against the validity of the reference of the demand for enhanced wages must be upheld. I, therefore, hold that the settlement of 4th February 1963, not having been terminated by notice as required under Section 19(2) of the Act, no industrial dispute could be raised regarding wages and this reference is not tenable to that effect.

55. Shri Jaisinghani has contended that demand Nos. 1(ii) and 1(iii) are also related to wages and as wages are governed by the settlement of 4th February 1963 which has not been terminated these demands are also not maintainable. There is substance in this contention and I uphold the same. After all the payment of attendance allowance and minimum wages are in reality demands for a form of wages and as payment of wages is covered by the agreement of 4th February 1963, which has not been legally terminated, there can be no industrial dispute with regard to the subject matters of demands Nos. 1(ii) and 1(iii). Even otherwise these demands would have to be rejected against this Company for the same reasons as in the case of Kanji Jadhavji & Co.

56. Demand No. 1(iv).—Messrs. Navalchand A. Mehta have filed extracts of its trading and profit and loss accounts for each of the three years under reference. Though this account has not been accepted by the Union as correct one Partner of Messrs N. A. Mehta & Bros., has signed this as a true copy of its trading and profit and loss accounts for each of the three years. The net profits earned for each of the three years as shown in the statement of the Company is so small that there cannot be any question of paying any bonus to its workmen considering that the firm has several partners. This firm does not do any other business and its business is restricted only to clearing cement. I accept the statement of accounts filed by the Company as correct copies of its trading results for each of these three years. Considering that this Company has several partners there can be no justification on application of bonus formula for payment of any bonus for any of these three years from the small profits earned during each of these years. In the result demand No. 1(iv) is also rejected against this Company.

57. As regards Krishna Commercial Company, it handles the cement of Digvijay Cement Company. In its written statement this Company has raised a preliminary objection that this Tribunal has no jurisdiction to try and decide this dispute and that the reference is bad in law and not maintainable. At the hearing of the dispute, however, no arguments were advanced in support of this contention by Shri Harikrishnan, appearing for the Company. It appears that this Company has four partners.

58. Demand No. 1(i).—As I have stated earlier, this company pays the highest rate to its workmen viz. 65 paise per ton. There can be no question of increasing this rate as the highest I have awarded by this award is 50 paise per ton in the case of Messrs Kanji Jadhavji & Co. This demand is, therefore, rejected.

59. Demands No. 1(ii) and 1(iii) are also rejected for the reasons as stated against Messrs Kanji Jadhavji & Co.

60. With regard to demand No. 1(iv) for payment of bonus, it is admitted that this Company does no other business except the clearance of cement. At the hearing Shri Harikrishnan has filed a statement showing the total quantity of cement handled by this Company. At the hearing of this dispute on 30th July 1964 the Company filed a statement showing that in the year 1963, it has handled only 1,28,655 tons of cement. On the admitted basis that this Company gets 75 paise per ton out of which it pays to its workmen 65 paise per ton a margin of only 10 paise per ton is left with it which would work out to Rs. 12,000 per year. As I have stated earlier, this Company does no other business. It has four partners and on the basis of the statement filed by it, there can be no justification for the Company to be asked to pay for any bonus. The Union has not made any calculations on the basis of the Bonus Formula. In this Company's case, considering that it is paying 65 paise per ton which is the highest rate and it is not doing any other business there can be no question of any large profits remaining with the four partners of the firm to entitle the payment of any bonus.

61. In the overall result, with regard to the first employers, Messrs. Kanji Jadhavji & Co, my award on demand No. 1(i) is that the existing rate of 45 paise per tonne shall be raised to 50 paise per tonne with effect from 1st February 1964 and the difference in the amounts between the existing rates and the awarded rates shall be paid to the concerned workmen within a month from the date this award becomes enforceable. Demands Nos. 1(ii) and 1(iii) are rejected. On

demand No. 1(iv) I uphold the company's contention that the demand for bonus for the year 1960-1961 is belated and that the demand for bonus for 1962-1963 is premature. As regards the demand for bonus for 1961-1962 I have rejected the same for the reasons stated above.

62. With regard to Messrs. Navalchand A. Mehta and Bros., on demand No. 1(i) I uphold the preliminary objection urged by the company that the earlier agreement dated 4th February 1963 on wages having been in force on 30th July 1963 when the charter of demands was presented no valid industrial dispute could be raised on wages. As regards demands No. 1(ii) and 1(iii) I reject the same as they also form part of wages and for the reasons stated in my award against Messrs. Kanji Jadhavji & Co. With regard to demand No. 1(iv) this company is only doing the bonus of handling the cement bags and has no other activity. It has filed a statement of its accounts for the relevant years and its profits for each of the years under dispute have been so meagre that it does not justify the payment of any bonus.

63. As regards Krishna Commercial Company, I have rejected the demand for increase in wages because I consider the existing rate of 65 paise per tonne as reasonable and does not call for any revision. Demands Nos. 1(ii) and 1(iii) against this company are rejected for the same reasons as against Kanji Jadhavji & Co. As regards demand No. 1(iv) for bonus, this company has only a margin of 10 paise per tonne left with it before making any provision for expenses of management and no surplus is left to justify the payment of any bonus.

64. I, therefore, make my award in terms aforesaid.

No order as to costs.

(Sd.) SALIM M. MERCHANT,  
Presiding Officer,  
Central Government Industrial Tribunal, Bombay.  
[No. 28/91/63/LR. IV.]

New Delhi, the 7th January 1965

S.O. 195.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in respect of an industrial dispute between the management of the Canara Bank Limited and their workmen which was received by the Central Government on the 2nd January, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE NO. CGIT 53 OF 1964

Employers in relation to the Canara Bank Limited.

AND

Their Workmen.

PRESENT :

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES :

For the Canara Bank Ltd.—Shri N. N. Phadke, Advocate.

For the Canara Bank Employees' Association; and the All India Bank Employees' Federation—Counsel Shri C. L. Dudhia, Bar-at-Law, President, All India Bank Employees Federation, Bombay, with Sarvashri K. N. Shenoy, Member Executive Committee of the All India Bank Employees Federation and T. K. Kameshwar Rao, General Secretary and Shri N. M. Pimpalkar of the Canara Bank Employees' Association.

*For the Canara Bank Employees' Union; and the All India Bank Employees' Association—Shri K. K. Mundul, Vice President, All India Bank Employees' Association with Shri K. J. Dixit, President, Shri H. G. Shenoy, General Secretary, Shri C. S. Subramaniam and Shri Dayanand of the Canara Bank Employees' Union.*

INDUSTRY : Banking

STATE : Maharashtra

*Dated at Bombay, the 31st day of December, 1964*

### AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 51(28)/64-LRIV, dated 12th May 1964, made in exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties abovenamed for adjudication to me in respect of the subject matters specified in the following schedule to the said order:

### SCHEDULE

"Whether having regard to the directions contained in the Award dated 21st July, 1962 of the National Industrial Tribunal (Bank Disputes) Bombay, published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2603, dated the 7th August, 1962 the quantum of bonus paid by the Management of the Canara Bank Limited to their workmen in respect of the year 1962 was inadequate? If so, to what relief are the workmen entitled?

2. After the reference was made, the Canara Bank Employees' Association, Madras, filed its statement of claim dated 4th June 1964, and the All India Bank Employees' Association (hereinafter referred to as "the Association") filed its statement of claim dated 22nd June 1964, and the Bank filed two written statements in rejoinder. Thereafter this Tribunal received an application dated 23rd October 1964 from the Association in which it had stated that the Canara Bank Employees' Union, representing the workmen of the Bank, on whose behalf the Association had filed the statement of claim had, for sometime, been negotiating with the management of the Bank for a settlement of their claims for payment of additional bonus for the years 1956—1961 and 1962 and 1963; and the Bank had mutually arrived at a settlement dated 9th October 1964 for payment of additional bonus to the employees for the years 1956 to 1961 and 1962 and 1963, as per copy thereof annexed to the said application and marked annexure 'A'; that in consideration of the Canara Bank Limited having agreed to pay on an *ad hoc* basis additional bonus for the years 1956 to 1961 and 1963 the following amounts in full and final settlement of their claims for those respective years:

1956	..	Rs. 1,49,741
1957	..	Rs. 80,484
1958	..	Rs. 81,796
1959	..	Rs. 1,19,605
1960	..	Rs. 1,39,461
1961	..	Rs. 3,75,306
1963	..	Rs. 1,44,709

the Union had agreed to accept a sum of Rs. 3,44,489 as additional bonus for the year 1962 in full and final satisfaction of the claim of the employees for payment of bonus for that year; that thus the dispute pending adjudication before this Tribunal in respect of the payment of additional bonus for the year 1962 also stood settled mutually and no dispute existed between the parties. The Association, therefore, prayed for permission to withdraw the reference pending adjudication before this Tribunal.

3. The terms of settlement which have been annexed to the Association's application dated 23rd October, 1964, gives the following particulars of the amounts of bonus paid for each of the years 1956 to 1963.

Year	Bonus already paid	Additional bonus payable as per this settlement	Percentage of additional bonus payable to the amount already paid
	Rs.	Rs.	
1956	1,49,741	1,49,741	100%
1957	1,80,862	80,484	44·5%
1958	2,04,491	81,796	40%
1959	2,39,211	1,19,605	50%
1960	3,09,913	1,39,461	45%
1961	3,75,306	3,75,306	100%
1962	5,16,733	3,44,489	66·66%
1963	6,29,168	1,44,709	23%
	<u>26,05,425</u>	<u>14,35,591</u>	

It will be noticed that the Company had for the year 1962 already paid to its workmen bonus amounting to Rs. 5,16,733 before this dispute was raised, and that under the settlement the Company agreed to pay an additional bonus of Rs. 3,44,489 which amounted to 66·66 per cent of the amount of bonus already paid for that year. It is also significant to note that under the settlement the Company had agreed to pay in all Rs. 14,35,591 as additional bonus for the 8 years 1956 to 1963, having previously paid as bonus Rs. 26,05,425 for those years.

4. Upon receipt of this application from the Association for permission to withdraw this dispute, I issued notice on the Bank and the All India Bank Employees' Federation and the Canara Bank Employees' Association to show cause why this application should not be granted and fixed the hearing thereof on 13th November 1964.

5. On the 25th of November 1964, the All India Bank Employees' Federation through its Executive Member, Shri K. N. Shenoy, from Madras, filed an affidavit asking for direction on the Bank to furnish information and documents on matters stated in the application for production of documents dated 24th of November 1964.

6. On 2nd December 1964, the Bank filed an application, duly verified, stating that settlement had been reached between it and the Canara Bank Employees' Union, which had as its members a very large majority of the workmen in the employment of the Bank; that the agreement of settlement dated 9th October, 1964 had been forwarded to the parties prescribed by law and that the said agreement constituted a settlement under Section 2(p) of the Industrial Disputes Act, 1947, which is binding on the parties to the said settlement; that the quantum of bonus for the year 1962 payable under the said agreement as stated above had already been paid and had been received on or about 2nd November 1964 by about 3,900 workmen in the employment of the Bank, except about 66 workmen who had refused to accept the bonus under the said agreement of 9th October 1964; that in the circumstances it would be just and proper for this Tribunal to pass an Award in terms of the said agreement; that on behalf of a very negligible number of workmen in the employment of the Bank, the Canara Bank Employees' Association objects to the agreement being treated as a basis for an Award in this reference; that in the submission of the Bank, the agreement as a whole had been extremely beneficial from the point of view of the workmen and that was the reason why more than 98·4 per cent of the workmen had rightly and willingly accepted the bonus payable under the said agreement; the Bank has stated that the attitude adopted by the Canara Bank Employees' Association was not calculated to promote industrial peace and/or to promote the best interests of the workmen in the employment of the Bank and was obstructive in character; that according to the Bank's information the said Canara Bank Employees' Association does not have on its membership register

even the said 66 workmen, who had so far not accepted bonus payable to them under the agreement, dated 9th October 1964. It, therefore, called upon the Canara Bank Employees' Association to produce adequate proof to show that an appreciable number of workmen support its point of view. The Bank has further stated that assuming, without admitting, that the said Association has all the 66 workmen who had not accepted bonus on its membership registers, even then the dispute between the workmen as a class and the Bank as their employer has ceased to exist as a result of the agreement of 9th October 1964. The Bank, therefore, prayed that the Tribunal should make an Award in respect of the bonus payable to workmen for the year 1962 in terms of the said agreement.

7. I may pause and state that at the hearing the Bank changed this prayer, and altered the prayer to treat this disputes as hearing been settled and pass no award on it.

8. I may add that on 10th October 1964 the Bank had issued a memorandum which it had circulated among the members of the staff informing them of the settlement and had annexed thereto the terms of the settlement dated 9th October 1964. It further informed its employees that the disbursement of the bonus as per the settlement would be made on or before 2nd November 1964 and that the amount would be disbursed only upon the employee executing a receipt in the form appended to the settlement. The form of the receipt provided that the amount of additional bonus payable was being received in full and final settlement of all claims against the Banks for bonus for the years referred to above.

9. At the hearing before me of this dispute on 7th and 8th of December 1964, Shri Dudhia for the All India Bank Employees' Federation (AIBEF) objected to the applications of the All India Bank Employees' Association and the management of the Bank to treat this dispute as having been settled under the agreement of 9th October 1964 and as not surviving thereafter. Shri Dudhia has filed a statement of calculations in which he tried to show that including the amount of additional bonus offered for the year 1962 the Bank had taken for itself a major portion of the residuary surplus and only a minor share had been given to the workmen, and I shall deal with these submissions a little later. Shri Dudhia's main point, however, was that the settlement was not binding on the workmen represented by the Canara Bank Employees' Association, which was affiliated to his Federation. He, however, does not dispute that the said Union and his Federation represent only about 64 out of about 3,900 employees of the Bank who were in its service in 1962. He, however, objects to the settlement on the grounds that it was not entered into during conciliation proceedings. He has contended that the Tribunal has no jurisdiction to make an Award in terms of the settlement. He has complained that his Union was in the dark as to what calculations were made and what information was supplied by the Bank to the other Union. He has referred to a circular dated 27th September 1964 which had been issued by the All India Bank Employees' Association and he has stated that it was not proper for that Association to have entered into a settlement 12 days after its said circular in which it had claimed higher bonus. He has stated that his Union had by its letters dated 1st October 1964 and 16th October 1964 to the Bank, protested against the reported settlement and had informed the Bank that the settlement if reached with the All India Bank Employees' Association, would not be binding on the workmen. It has also protested against the Bank having in its said memorandum and circular dated 24th October 1964 offered to pay bonus only to the workmen executing a receipt in the form annexed thereto, to which I have referred earlier. He has urged that before a Tribunal can pass an Award in terms of the settlement, the Tribunal must be satisfied that no higher bonus than what had been agreed to be paid, would be payable on the calculations according to the bonus formula. According to him the test was not that a majority Union wanted to withdraw the dispute and he has urged that the Industrial Tribunal cannot abdicate its jurisdiction because some parties have arrived at a settlement and he has relied upon the decision of the Hon'ble Supreme Court in the case of the Bombay Union of Journalists and others and the "Hindu" and another (1961 II LLJ p. 436). He has urged that the fact that a large number of workmen had accepted bonus could not be the correct test because, according to him, the receipt on the passing of which bonus was offered did not leave those who wanted to receive the payment without prejudice, freedom to do so.

10. Shri Mundul for the All India Bank Employees' Association, has urged in support of his Association's application that the terms of settlement themselves stated the grounds for its justification. He has urged that his Association had in arriving at an over all settlement entered into a package deal. He has

stressed the disadvantages of litigation and the fact that under the agreement of 9th October 1964, an over all of settlement had been reached and the dispute for several past years and a future year had also been settled. He had stated that the Bank had made substantial additional payments by way of bonus for each of the years 1956 to 1963 and in particular for the year 1962 for which year additional bonus in the amount of 66-2/3 per cent of what had already been paid for that year had been given by the Bank. He has submitted that the receipt was the result of the settlement itself and that it covered the years 1956 to 1963. He has urged that to change any aspect of the settlement would open the flood gates of industrial disputes which had been closed under the settlement. He has urged that his Association had originally raised this industrial dispute and had made demands for bonus for each year since 1949, even though the Federation had participated in those industrial disputes.

11. Shri Phadke, the learned Advocate for the Bank has urged that the settlement of 9th October 1964 having been accepted by over 98 per cent of the workmen, the Tribunal should accept the settlement and treat the industrial dispute as no longer surviving. He said that the fact of the settlement had brought to an end the existence of the industrial dispute and thereafter no industrial dispute remained to be adjudicated upon. He has argued that there is a distinction between a settlement of a dispute and the withdrawal of the support to a dispute and that the case of the "Hindu" relied upon by Shri Dudhia, was a case of withdrawal of support and not of the settlement of a dispute. He has argued, and I think rightly, that unless a dispute is supported by substantial number of workmen directly or indirectly interested in it, it ceases to be an industrial dispute. He is right when he has stated that in-as-much as admittedly 98 per cent of the workmen have accepted the settlement and payment thereunder. The dispute had been settled for a substantial consideration and must be deemed to have lost the character of an industrial dispute. He has in this connection relied upon the decision of the Supreme Court in the Express Newspapers' case, where it is laid down that promotion of collective bargaining is the main objective of the Industrial Disputes Act.

12. I am satisfied on the submissions made that the settlement of 9th October 1964 is a case of genuine collective bargaining, which has settled the industrial dispute which was referred for adjudication to this Tribunal. I am also of the opinion that the substantial payments received under it by the overwhelming majority of the workmen employed in the Bank, has put an end to this dispute which has consequently ceased to exist. No Tribunal can close its eyes to the facts that out of 3,900 employees of the Bank only 64—less than 2 percent—are opposing the settlement. In my opinion such an insignificantly small minority of the employees of the Bank cannot be allowed to obstruct a genuine settlement of an industrial dispute and to keep that dispute alive. The Tribunal in accepting the settlement in such a case would be exercising its legitimate discretion in the interest of industrial peace and in fulfilment of the objective of the Act which provides for investigation of a dispute with a view to bringing about its settlement, rather than its useless or infructuous continuance. There is nothing to show that the settlement has been arrived at in a perverse manner or that its operation would be against the interest of the workmen concerned. In fact, Shri Dudhia has very fairly not even made a suggestion of the settlement not being bona-fide. By no stretch of imagination can a settlement under which the workmen got so large an amount as of Rs. 3,44,489 constituting 66-66 per cent additional payment of bonus over what the Bank had already paid, can be considered an improper settlement. The settlement is an over all settlement covering settlement of disputes for bonus for 8 years from 1956 to 1963, under which the Bank is paying a substantial amount of additional bonus of Rs. 14.35 lakhs in addition to Rs. 26.05 lakhs already paid. The fact that 98 per cent of the workmen have voluntarily accepted this settlement and received payment thereunder militates against any suggestion of such a settlement being improper or perverse. There is not an iota of suggestion that there was coercion exercised on the workmen to induce them to accept this settlement or that it was not voluntarily accepted and in my opinion the contention of Shri Dudhia that because the workmen were not allowed to accept the payments under the settlement without prejudice to their right to prosecute the dispute, has no valid justification in the face of the fact that as many as 98 per cent of the workmen have accepted payment and the settlement was entered into by the Union, which admittedly claims on overwhelming majority of the employees of the Bank as its members, whilst the Union which is opposing the settlement has not even been able to establish, though challenged by the management to do so, that it has on its roll as its members even the 64 employees who have not accepted payment under this settlement.

13. In the result, I hold that as a result of the settlement entered into between the Bank and the Canara Bank Employees' Association and the All India bank Employees' Association on 9th October 1964, this industrial dispute has been settled and no longer survives.

14. I would now like to deal with the modified bonus calculations for the year 1962 submitted by Shri Dudhia at the hearing of this dispute on 8th December 1964. In this statement of calculations Shri Dudhia has shown what according to him should be the proper share of the workmen by way of bonus in the available surplus and what should be the proper share of the Bank.

15. The adjusted profit of the Bank for the year in question has been worked out by him as amounting to Rs. 24.25 lakhs as follows:

A. The net profit before payment of bonus ..	Rs. 20,57,699.00
Add:—Donations and charity ..	Rs. 1,30,214.00
Gratuity provision ..	Rs. 1,75,000.00
Extraneous debits relating to previous years. ..	Rs. 62,485.00
<b>TOTAL</b> ..	<b>Rs. 24,25,397.00</b>

From this amount Shri Dudhia has claimed the following prior charges:

B. 20 per cent of profits after taxation for reserves ..	Rs. 4,11,540.00
6 per cent return on equity capital of Rs. 61 lakhs raised in stages and 5 per cent return on preference capital of Rs. 14 lakhs ..	Rs. 4,06,000.00
4½ per cent return on reserves of Rs. 63 lakhs ..	Rs. 2,83,500.00
<b>TOTAL</b> ..	<b>Rs. 11,01,040.00</b>

Available Surplus A —B .. Rs. 13,24,357.00

Shri Dudhia has claimed 80 percent of the available surplus amounting to Rs. 10,59,480 as bonus. He has shown 50 per cent rebate of tax on bonus as amounting to Rs. 5,29,740. He has then calculated that the balance left to the Bank after providing Rs. 10,59,480 as bonus for the employees would be Rs. 7,94,617, as follows:—

Available surplus ..	Rs. 13,24,357.00
Less Bonus ..	Rs. 10,59,480.00
Balance with the Company ..	Rs. 2,64,877.00
Plus 50 per cent rebate on tax of bonus ..	Rs. 5,29,740.00
<b>..</b>	<b>Rs. 7,94,617.00</b>

In other words, what he has stated is that even if bonus were to be allowed to the extent of Rs. 10,59,480. The amount left with the Bank would be Rs. 7,94,617. He has stated that under his method of calculation the workmen would get 57 per cent of the available surplus worked out as above and the Bank would get 43 per cent. According to him, under the terms of settlement entered into by the Bank with the All India Bank Employees' Association, the workmen get in all Rs. 8,61,222 which would amount to only 49 percent of the amount of available surplus, as worked out by him. He has further urged that out of the additional amount claimed on behalf of the workmen the entire portion should be allotted to the share of the workmen and not to officers in-as-much as officers salaries and allowance were twice revised in 1962 resulting in an increase of 30 to 40 per cent over their 1961 level of salaries, whilst the workmen had received only one increase amounting to only 8 to 10 per cent increase in their emoluments under the Desai Award. He has, therefore, urged that even on the basis of this calculation, the offer of the Company was not satisfactory and the settlement should not be accepted.

16. Shri Phadke for the Bank has submitted that even on the modified calculations as submitted by Shri Dudhia, what the Bank had offered under the terms of settlement must be considered fair and reasonable. He has urged that whilst

he did not agree with the method of calculations made by Shri Dudhia, even accepting the same as correct, the grant of 49 per cent of the residuary surplus to the workmen as bonus could not but be considered as fair and reasonable, in the facts and circumstances of the case. He has in particular referred to the item of Rs. 1,30,214 for donations and charity which had been added to the figure of net profits by Shri Dudhia. Shri Phadke has argued that out of his amount Rs. 1,19,000 was donation made by the Bank to the National Defence Fund, and that this amount should not be treated on the same basis as donations to charity for the purposes of the bonus calculations. He has referred to the award of Shri M. R. Meher, in the disputes between Forbes Forbes and Campbell & Co. Limited and its Workmen (Maharashtra Government Gazette Part II dated 19th November 1964 at page 3948), where the donations to the National Defence Fund were treated on a different footing from ordinary donations to charity. I may state that I am inclined to accept this contention of Shri Phadke. He has argued that if this amount of Rs. 1,19,000 were to be excluded the available surplus even on the basis of Shri Dudhia's own calculations, would be reduced to Rs. 12.04 lakhs instead of Rs. 13.24 lakhs. He has urged that Shri Dudhia had not allowed any claim for rehabilitation, of which the Bank has claimed as much as Rs. 3 lakhs, during the conciliation proceedings. But even otherwise, according to him on the basis of the available surplus of Rs. 12.04 lakhs as stated above the Bank had paid in all Rs. 8.61 lakhs as bonus to workmen, which amounted to payment of 71 per cent of the residuary surplus. He has also objected to the manner in which Shri Dudhia has taken the rebate by way of income tax into account in distribution of the residuary surplus.

17. I think there is considerable substance in Shri Phadke's contentions. I am, however, satisfied that even on the basis of the calculations made by Shri Dudhia, which I would hesitate to accept in their entirety, the payment of 49 per cent of the residuary surplus as bonus to the workmen would in my opinion in the facts and circumstances of the case, be a fair amount of bonus to pay. In other words even on the merits, on the calculations as submitted by Mr. Dudhia, I am not satisfied that I would not accept the settlement as fair and reasonable.

18. In the over all result, I accept Shri Phadke's submissions on behalf of the Bank and the submissions of Shri Mundul on behalf of the All India Bank Employees' Association and the Canara Bank Employees' Union that this reference should be disposed of as having been settled and no longer surviving, and I do so accordingly. If, however, the 64 workmen who have not accepted the settlement now agree to accept the same, they would be entitled to receive the bonus in terms of the settlement.

19. No order as to costs.

(Sd.) SALIM M. MERCHANT,  
Presiding Officer.

[No. 51(28)/64-LRIV.]

#### ORDERS

New Delhi the 5th January 1965

S.O. 196.—Whereas the Central Government of opinion that in industrial dispute exists between the employers in relation to the State Bank of India and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the transfer of Shri Kapil Muni Ojha, a member of the Subordinate Staff of the State Bank of India, from Ranchi to Allahabad is justified and if not, to what relief is he entitled?

[No. 51(76)/63-LRIV.]

New Delhi, the 8th January 1965

**S.O. 197.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

Whether keeping in view the provisions contained in paragraphs 12-11, 12-12 and 12-13 of the Award of the National Industrial Tribunal (Bank Disputes), Bombay, dated the 7th June, 1962 published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2028, dated the 13th June, 1962 and having regard to the nature of duties performed by Shri B. D. Rawal, working in the Central Bank of India Limited, Jamnagar, the management was justified in taking security from him? If not, to what relief is the workman entitled?

[No. 55/55/63-LRIV..]  
O. P. TALWAR, Under Secy.

New Delhi, the 7th January 1965

**S.O. 198.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the matter of an application under section 33A of the said Act, from Shri Rambilash and eleven others of Chaptoria Colliery which was received by the Central Government on the 29th December, 1964.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

#### MISC. APPLICATION No. 18 OF 1964

(Arising out of Reference No. 50 of 1964 under Section 33A of the Industrial Disputes Act).

#### PARTIES :

1. Rambilash.
2. Motilal.
3. Bhulu.
4. Dhiren.
5. Mongal.
6. Ramlal.
7. Basmati (Kamin).
8. Promodi (Kamin).
9. Patil (Kamin).
10. Khadi (Kamin).
11. Umarasi (Kamin).
12. Gunjari (Kamin).

} *Applicant:*

#### Vs.

The Manager, Chaptoria Colliery—Opposite Party

#### PRESENT :

Shri L. P. Dave—*Presiding Officer.*

#### APPEARANCES :

On behalf of Applicants—Absent.

On behalf of Opposite Party—Shri D. H. Ghoda, Officer-in-charge.

STATE : West Bengal.

INDUSTRY : Coal Mines.

#### AWARD

This is an application under Section 33A of the Industrial Disputes Act.

2. The applicants filed this application stating that the Opposite party had committed a breach of Section 33 of the Industrial Disputes Act by dismissing them during the pendency of Reference No. 50 of 1964. They therefore filed the present application requesting that the Opposite party should be ordered to reinstate them with full back wages.

3. Notice was issued to the Opposite party calling upon it to file a reply to the application. In response, the Opposite party sent a letter stating that the matter had been settled between the parties before the Conciliation Officer (Central), Asansol, on 19th November 1964 and enclosing a copy of the terms of settlement. A notice was thereupon issued to the parties fixing the matter for hearing to-day and informing the applicants that the Opposite Party had stated that the matter had been amicably settled and had also sent a copy of the alleged settlement. They were asked to state whether this was so and they were informed that if they did not send a reply, it may be assumed that the allegation about settlement was correct. In spite of this, none has appeared on behalf of the applicants to-day. The opposite party has produced the original compromise which bears not only the signature of the person representing employers but also bears the signature of Shri Kalyan Roy, Vice-President, Colliery Mazdoor Sabha, as representing the employees (copy appended herewith). This compromise was entered into in the presence of the Conciliation Officer, Asansol, who has also signed it. Under the terms of the settlement, it was agreed that the 12 applicants were to be reinstated with immediate effect. It was further settled that for the period of unemployment they were to be paid an *ex-gratia* amount of Rs. 20 each and that this period was to be treated as attendance for the purpose of bonus and leave. I understand that the workers have already been reinstated as agreed to under the settlement.

4. I am satisfied that there was an agreement between the parties in the presence of the Conciliation Officer. I am also satisfied that the terms of compromise are fair and reasonable. I accept it.

I pass an award in terms of compromise.

Dated;

The 23rd December, 1964.

(Sd.) L. P. DAVE.  
Presiding Officer.

#### *Memorandum of Settlement*

Name of the parties:—

*Representing Employers.*—Shri D. D. Mahato, Manager, Chaptoria Colliery, P.O. Salanpur, Burdwan.

*Representing Employees.*—Shri Kalyan Roy, Vice-President, Colliery Mazdoor Sabha (AITUC) G.T. Road, Asansol.

#### *SHORT RECITAL OF THE CASE*

The Organising Secretary, Colliery Mazdoor Sabha (AITUC) Asansol raised an industrial dispute *vide* his letter dated 8th October 1964 over the alleged illegal stoppage of work of 12 workers of Chaptoria Colliery, before the Conciliation Officer (C) Asansol and requested for intervention in the matter.

The dispute was taken up in conciliation to-day the 19th November 1964 at the request of the parties and during the course of conciliation proceedings, the parties agreed as under:—

#### *Terms of Settlement*

(1) The management hereby agreed to re-instate the following 12 debris mazdoors with immediate effect:—

1. Rambilas.
2. Motilal.
3. Bhaju.
4. Dhiren.
5. Mongal.
6. Ramlal.

7. Basmoti (Kamin).
8. Promodi (Kamin).
9. Patil (Kamin).
10. Khadi (Kamin).
11. Umarasi (Kamin).
12. Gunjari (Kamin).

(2) The workers will not be paid the wages for the period of unemployment but they will be paid an *ex-gratia* payment of Rs. 20 each, on or before 30th November, 1964.

(3) The period of unemployment will be treated as attendance for the purposes of bonus and leave.

In view of the above, the dispute stands as resolved

Sd/- D. D. MATHAT 19.11.64.

Representing Employers.

Witness:—

- (1) Sd/- Illegible. dt. 19.11.64.
- (2) Sd/- Illegible. dt. 19.11.64

Dated, Asansol.

The 19th November, 1964.

Sd/- KALYAN ROY,  
Dt. 19.11.64.  
Representing Employers.

Sd/- H. D. GOEL,  
Conciliation Officer (C),  
Asansol.

[No. 46/63/64-LR-II.]

**S.O. 199.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Chaptoria Colliery, P.O. Salanpur, Burdwan which was received by the Central Government on the 28th December, 1964.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 50 OF 1964

PARTIES :

Employers in relation to the Chaptoria Colliery,

AND

Their workmen.

PRESENT :

Shri L. P. Dave—Presiding Officer.

APPEARANCES :

On behalf of Employers—Shri K. K. Maitra.

On behalf of workmen—Shri Ajit Ch. Majumdar.

STATE : West Bengal.

INDUSTRY : Coal Mines.

#### AWARD

The Government of India, Ministry of Labour and Employment, by their Order No. 6/63/64-LR-II, dated 14th August 1964, have referred the industrial dispute existing between the employers in relation to the Chaptoria Colliery and

their workmen in respect of the matters specified in the schedule to the order for adjudication to this Tribunal. The matters referred to for adjudication and mentioned in the schedule are:—

(1) Whether the management of Chaptoria Colliery was justified in retrenching the following 12 workmen or any of them with effect from 22nd June, 1964, namely:—

1. Devnarain.
2. Bigu Rajvar.
3. Banarashi Dhobi.
4. Shamkuwar Bai Bilashpuri.
5. Bultoo Bilashpuri.
6. Rampiyari Ahir.
7. Moti Harizan.
8. Ramshi Harizan.
9. Durbal Harizan.
10. Daya Ram Bilashpuri.
11. Ramdas Harizan.
12. Murat Harizan.

(2) If not, to what relief are the workmen or any of them entitled?

2. When the matter came up for hearing before me to-day, the parties stated that they had entered into a compromise and produced before me the memorandum of settlement, copy appended herewith. The dispute relates to the retrenchment of 12 workmen. Under the terms of settlement, the retrenchment is to stand but these workers are to be paid the amount legally due to them which is mentioned in the order of the management when retrenching them and in addition each of them is to be paid a sum of Rs. 35 within a week. In my opinion, the compromise is fair and reasonable and I accept it.

I pass my award accordingly.

Dated.

The 24th December, 1964.

(Sd.) L. P. DAVE,  
Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 50 of 1964

In the matter of an industrial dispute,

BETWEEN

The employers in relation to the Chaptoria Colliery,  
AND

Their workmen,

in relation to Reference No. 50 of 1964, published under S.O. No. 2903, dated 15th August 1964, in the Gazette of India, Part II, Section 3(ii), dated 22nd August 1964.

#### *Petition of Settlement*

The parties aforesaid most respectfully beg to state as under:—

(1) We the parties to the industrial dispute, have discussed the matter and reached the following settlement:—

- (a) Retrenchment of 12 workers concerned will stand.
- (b) They will be paid legal dues as per the order of the Manager, dated 22nd June 1964.
- (c) The management further agrees to pay, to the twelve (12) workmen concerned, an amount as *ex gratia* of Rs. 35.00 P. (Rupees thirty five only) per head. The payment will be made within a week.

(d) This finally ends the dispute as referred to this Hon'ble Tribunal and there shall be no further claim in future in respect of the twelve (12) workmen herein concerned.

(2) Parties pray that this Hon'ble Tribunal may kindly give its award in terms aforesaid.

And for this, the parties shall, as in duty bound, ever pray.

(KALYAN SHANKAR ROY)  
Vice President,  
Colliery Mazdoor Sabha,  
24th December, 1964.

(D. D. MAHATA),  
Manager,  
Chaptoria Colliery,  
24th December, 1964.

(NIRJISH SEITT)  
Organiser,  
Colliery Mazdoor Sabha,  
24th December, 1964.

[No. 6/63/64-LRII.]

### ORDERS

*New Delhi, the 5th January 1965.*

S.O. 200.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the S. C. Rungta Colliery, P.O. Rungta Colliery, District Shahdol, Madhya Pradesh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Bombay, constituted under section 7A of the said Act.

### SCHEDULE

1. Whereas the following workmen were actually made to work as explosive carriers although paid for as a mazdoor:—

1. Shri Sarda.
2. Shri Seholal Singh.
3. Shri Sukial.
4. Shri Ashok Kumar.
5. Shri Krishna.

If so, for what period and to what relief are they entitled?

2. Whether the above mentioned workmen should be designated as explosive carriers and if so, from what date?

[No. 1/17/64-LRII.]

S.O. 201.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Benedih Colliery of Messrs. Benedih Coal Concern (Post Office Nudkhurkee, District Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

**SCHEDULE**

Whether the management of the Benedith Colliery of Messrs Benedith Coal Concern were justified in dismissing Sarvashri Ganauri Dusad and Arjun Dusad, Bailing Mazdoors, with effect from the 14th October, 1964? If not, to what relief are the workmen entitled?

[No. 2/145/64 LR-II.]

**S.O. 202.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the East Jemehari Colliery, P.O. Raniganj, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

**SCHEDULE**

Whether the management of East Jemehari Colliery were justified dismissing Sri Nishapati Roy, Surveyor? If not, to what relief is he entitled?

[No. 6/116/64-LR. II.]

*New Delhi, the 7th January 1965*

**S.O. 203.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Chhota Bowa Colliery of Messrs Chhota Bowa Colliery (Private) Limited, Post Office Bansjora, District Dhanbad and their Managing Contractors, Messrs Prabhulal U. Ojha and Company of the one part and their workmen of the other part, in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

**SCHEDULE**

Whether the management of Chhota Bowa Colliery of Messrs Chhota Bowa Colliery (Private) Limited and their Managing Contractors Messrs Prabhulal U. Ojha and Company have victimised and prevented Shri Ramjatan Koiri, Surface Trammer, from working in the colliery with effect from the 30th October, 1964? If so, to what relief is the workman entitled?

[No. 2/148/64-LR.II.]

*New Delhi, the 11th January 1965*

**S.O. 204.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhagaband Colliery of Messrs Borea Coal Company Limited, Post Office Bhagaband, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

Whether the management of the Bhagaband Colliery of Messrs Borea Coal Company Limited, Post Office Bhagaband, District Dhanbad, was justified in dismissing Shri Narayan Chandra Singh, Mining Sirdar, with effect from the 7th June, 1962; if not, to what relief is the workman entitled?

[No. 2/59/64-LR.II.]

**S.O. 205.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the North Bhaggatdih Colliery, Post Office Jharia, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

Whether the workmen of the North Bhaggatdih Colliery are entitled to any extra remuneration in view of the system adopted by the management of the said Colliery, for unloading coal at the depot, and, if so, at what rate and from what date?

[No. 1/25/63-LR.II.]

**S.O. 206.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Travancore Titanium Products Limited, Trivandrum, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), and in supersession of the Government of India, Ministry of Labour and Employment Order No. S.O. 3905, dated the 7th November, 1964, the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

## SCHEDULE

Whether the discharge, with effect from the 20th June, 1964, of Shri Leslie Motha, Chargehand Operator, by the management of Messrs Travancore Titanium Products Limited, Trivandrum is justified? If not, to what relief is the workman entitled?

[No. 24/19/64-LR.I.]

H. C. MANGHANI, Under Secy.

## DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 4th January 1965

**S.O. 207.**—Whereas the Central Government is satisfied that the employees of the Telegraph Workshops, Alipore, Calcutta, the Telephone Workshops, Bombay, the Telegraph Workshops, Jabalpore and the Senior Electrical Engineer's Test Rooms, Calcutta, belonging to the Department of Posts and Telegraphs under the control of the Government of India are otherwise in receipt of benefits substantially similar or superior to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour and Employment No. 6(130)/63-HI dated the 2nd January,

1964, the Central Government hereby exempt each of the above mentioned factories from all the provisions of the said Act for a further period of one year with effect from the 1st February, 1965.

[No. F.6(66)/62-HI.]

**S.O. 208.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, having regard to the location of the factory in an implemented area, the Press and Forms, Gaya, from the payment of the employers' special contribution leviable under Chapter VA of the said Act with effect from the 20th January, 1965.

[No. F.6(76)/64-HI.]

*New Delhi, the 6th January 1965*

**S.O. 209.**—In pursuance of paragraph 3 of the Coal Mines Provident Fund Scheme published with the notification of the Government of India in the late Ministry of Labour No. PF. 15(5)/48, dated the 11th December, 1948, the Central Government hereby nominates Shri D. C. Das, Secretary to the Government of India, Department of Social Security, New Delhi, as Chairman and Shri D. Chatterjee, Labour Commissioner, West Bengal, as a Trustee, of the Board of Trustees constituted by the Central Government under the said Scheme and makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2370 dated the 23rd September, 1961, namely:—

In the said notification,—

- (a) in item 1, for the entry "Shri N. N. Chatterjee, Joint Secretary to the Government of India, Ministry of Labour and Employment, New Delhi", the entry "Shri D. C. Das, Secretary to the Government of India, Department of Social Security, New Delhi" shall be substituted;
- (b) in item 4, for the entry "Shri V. S. C. Bonarjee, Commissioner, Burdwan Division, P.O. Chinsurah, West Bengal", the entry "Shri D. Chatterjee, Labour Commissioner, West Bengal, New Secretariat Buildings, 1, Hasting Street, Calcutta-1" shall be substituted.

[No. 4(50)62-PF-I.]

*New Delhi, the 11th January 1965*

**S.O. 210.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 17th day of January, 1965 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala, namely:—

The areas within the revenue villages of—

- (a) (1) Annallur,
- (2) Kizhakke Chalakudy,
- (3) Padinjare Chalakudy,
- (4) Alur,
- (5) Irinjalakuda,
- (6) Madayikonam,
- (7) Porathusseri,
- (8) Kallettumkara, and
- (9) Kodakara

in Mukundapuram taluk in Trichur district; and

- (b) Oorakam in Trichur taluk in Trichur district.

[No. F.13(16)/65-HI.]

SHAH AZIZ AHMAD, Dy. Secy.

## MINISTRY OF CIVIL AVIATION

*New Delhi, the 8th January 1965*

(To be substituted for the Notification of same number and date)

**S.O. 211.**—In exercise of the powers conferred by Sub-Section (1) of Section 41 of the Air Corporations Act, 1953, the Central Government has, in consultation with the Indian Airlines Corporation, re-constituted the Advisory Committee for the Indian Airlines Corporation. The Committee, as re-constituted will consist of:

*Chairman*

1. General Manager, Indian Airlines Corporation.

*Members*

2. Shri B. N. Dighe, M.P.
3. Shri Hem Barua, M.P.
4. Shri Rama Bahadur Sinha, M.P.
5. Shri K. K. Roy.
6. Shri B. D. Garware.
7. Shri S. R. P. Ponnuswamy Chettiar, M.I.C.
8. Shri Maheshwar Dayal.
9. Shri J. N. Guzder.
10. Shri C. Seshachalam.
11. Shri S. K. Kooka, Commercial Director, Air-India.
12. Shri Liladhar Kotoky, M.P.
13. Raja Bajrang Bahadur Singh of Bhadri.
14. Shri V. N. Kak.
15. Director General of Civil Aviation.
16. Director General of Posts and Telegraphs.

*Secretary*

1. Secretary, Indian Airlines Corporation.

2. The tenure of appointment of non-official members will be for one year, unless terminated earlier by the Central Government.

[No. 20-CA(28)/64.]

K. GOPALAKRISHNAN, Dy. Secy.

## MINISTRY OF HEALTH

*New Delhi, the 5th January 1965*

**S.O. 212.**—Whereas the Central Government have, in pursuance of the provisions of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), nominated, in consultation with the State Governments concerned, the following persons to be members of the Medical Council of India with effect from the 6th February, 1965:—

1. Dr. D. N. Sharma, M.D. Director of Medical and Health Services, Uttar Pradesh, Lucknow (Re-nominated)—Uttar Pradesh
2. Dr. T. Bhaskara Menon, M.B.B.S. Director of Health Services, Kerala (Re-nominated)—Kerala
3. Dr. P. M. Bhandarkar, Surgeon General with the Government of Maharashtra, Bombay—Maharashtra
4. Dr. Kumari A. B. Marikar, M.D., D.G.O. Director of Medical Services, Madras (Re-nominated)—Madras
5. Dr. M.A.T. Abdul Khader, M.B.Ch.B. (Leeds), L.R.C.P., M.R.C.S. (Eng.) Director of Medical Services, Andhra Pradesh—Andhra Pradesh
6. Dr. G. L. Sharma, M.D. Director of Health Services, Madhya Pradesh (Re-nominated)—Madhya Pradesh
7. Dr. A. B. Roy, M.B.B.S., D.P.H. (Cal), D.P.M. & II(Lond), Director of Health Services, Assam—Assam

2. And, whereas, in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the said Act, the following persons have been elected by the Universities indicated against each, to be members of the said Council with effect from the 6th February, 1965:—

1. Dr. Narendra Singh, Dean, Gandhi Medical College, Bhopal—Vikram University
2. Dr. S. P. Srivastava, M.S., F.R.C.S. Dean, Faculty of Medicine, Agra University, Agra—Agra University
3. Dr. Shantilal C. Sheth, M.D., M.R.C.P., D.C.H., F.C.P.S., "Roxana", Ground Floor, 109, Queen's Road, Bombay-1 (Re-elected)—Bombay University
4. Dr. M. N. Bhattacharya, M.B., D.T.M., D.C.H., F.R.C.P., F.C.C.P., Principal, Assam Medical College, Dibrugarh—Gauhati University
5. Dr. T. V. Patel, M.D. (Bom), F.I.C.S., Dean, Faculty of Medicine, Maharaja Sayajirao University of Baroda, Baroda—Maharaja Sayajirao University of Baroda
6. Dr. R. V. Singh, M.S., F.R.C.S. (Eng.) Principal, K. G. Medical College, Lucknow—Lucknow University

3. And, whereas Dr. R. Kesavan Nair, M.B.B.S., F.R.C.S., Professor of Surgery, Medical College, Calicut, has been elected from Kerala as a member of the Medical Council of India under clause (c) of sub-section (1) of section 3 of the said Act:

4. And, whereas the Central Government have, in pursuance of the provisions of clause (d) of sub-section (1) of section 3 read with sub-section (1) of section 4 of the said Act, and rule 26 of the Indian Medical Council Rules, 1957 nominated the following persons to be members of the said Council with effect from the 6th February, 1965:—

1. Dr. A. N. Roy, 43, Parbati Lane, Calcutta
2. Dr. R. P. De, Chibasa, Bihar
3. Dr. S. P. Nath, College Road, Silchar P.O. Cachar (Assami) (Re-nominated)
4. Dr. P. R. Trivedi, Honorary Secretary, Gujarat State Branch, Indian Medical Association, Opposite H. K. Arts College, Ashram Road, Ahmedabad-9
5. Dr. Ambalal C. Shah, Shiv Sadan, Marine Drive, Bombay-1
6. Dr. A. Balakrishna Nair, Karunakaran Pharmacy, Calicut
7. Dr. C. Nanjappa, 16/15, Union High School Road, Coimbatore

5. And, whereas the Central Government have, in pursuance of the provisions of clause (c) of sub-section (1) of section 3 of the said Act, nominated the following persons to be members of the said Council with effect from the 6th February, 1965:—

1. Dr. K. N. Rao, M.D., D.G.O., F.C.C.P., F.I.C.S., Director General of Health Services, New Delhi.
2. Lt. Gnl. T. R. Pahwa, M.B.Ch.B (Glasgow), M.D. (Glasgow), DOMS (Lond.), D.L.O. (Lond.), Director General, Armed Forces Medical Services, New Delhi. (Re-nominated)
3. Dr. K. L. Wig, M.B.B.S., M.R.C.S., D.T.M. & H., M.R.C.P., F.C.C.P., F.R.C.P. (Lond.), F.A.M.S., Director, All-India Institute of Medical Sciences, New Delhi.
4. Dr. C. S. Patel, F.R.C.S. (Eng.), Back Bay View, 3, New Queen's Road, Bombay-4
5. Dr. B. N. Sinha, M.B.B.S., L.R.C.P. (Lond.), F.R.C.S. (Eng.), F.I.C.S. (USA), 9, A. P. Sen Road, Lucknow (Re-nominated)
6. Dr. P. N. Wahl, M.D., M.R.C.P., Principal, S. N. Medical College, Agra

6. Now, therefore, in pursuance of the provisions of sub-section 1 of section 3 of the said Act, the Central Government hereby makes the following further

amendments in the notification of the Government of India in the Ministry of Health No. F. 5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification,

- (1) Under the heading "Nominated under clause (a) of sub-section (1) of section 3":—
  - (i) for the entry against serial No. 5, the following entry shall be substituted, namely:—  
"Dr. P. M. Bhandarkar, Surgeon General with the Government of Maharashtra Bombay"
  - (ii) for the entry against serial No. 7, the following entry shall be substituted, namely:—  
"Dr. M. A. T. Abdul Khader, M.B.Ch.B(Leeds), L.R.C.P., M.R.C.S. (Eng), Director of Medical Services, Andhra Pradesh"
  - (iii) for the entry against serial No. 9, the following entry shall be substituted, namely:—  
"Dr. A. B. Roy, M.B.B.S., D.P.H. (Cal), D.P.M. & H. (Lond), Director of Health Services, Assam"

Dr. D. N. Sharma, Dr. T. Bhaskara Menon, Dr. (Kumari) A. B. Marikar and Dr. G. L. Sharma appearing at Serial Numbers 2, 3, 6 and 8 respectively and re-nominated as members of the Council, shall continue to be its members for a further period of five years with effect from the 6th February, 1965 or until their successors are nominated whichever is longer.

- (2) Under the heading "Elected under clause (b) of sub-section (1) of section 3":—
  - (i) for the entry against serial No. 1, the following entry shall be substituted, namely:—  
"Dr. Narendra Singh, Dean, Gandhi Medical College, Bhopal—Vikram University"
  - (ii) for the entry against serial No. 6, the following entry shall be substituted, namely:—  
"Dr. S. P. Srivastava, M.S., F.R.C.S., Dean, Faculty of Medicine, Agra University, Agra—Agra University"
  - (iii) for the entry against serial No. 15, the following entry shall be substituted, namely:—  
"Dr. M. N. Bhattacharya, M.B., D.T.M., D.C.H., F.R.C.P., F.C.C.P., Principal, Assam Medical College, Dibrugarh—Gauhati University"
  - (iv) for the entry against serial No. 24, the following entry shall be substituted, namely:—  
"Dr. T. V. Patel, M.D. (Bom), F.I.C.S., Dean, Faculty of Medicine, Maharaja Sayajirao University of Baroda, Baroda—Maharaja Sayajirao University of Baroda"
  - (v) for the entry against serial No. 25, the following entry shall be substituted, namely:—  
"Dr. R. V. Singh, M.S., F.R.C.S., (Eng.), Principal, K. G. Medical College, Lucknow—Lucknow University"

Dr. Shantilal C. Sheth, who has been re-elected from the University of Bombay under section 3(1)(b) of the Act shall continue to be a member of the Council for a further period of five years with effect from the 6th February, 1965 or until his successor is elected whichever is longer.

Dr. R. Kesavan Nair, who has been re-elected from Kerala under section 3(1)(c) of the said Act shall continue to be a member of the Council for a further period of five years with effect from the 6th February, 1965 or until his successor is elected whichever is longer.

- (3) Under the heading "Nominated under clause (d) of sub-section 1 of section 3 read with rule 26 of the Indian Medical Council Rules, 1957" for the existing entries against serial Nos. 1, 2, 4, 5, 6 and 7, the following entries shall respectively be substituted, namely:—

1. Dr. A. N. Roy, 43, Parbati Lane, Calcutta
2. Dr. R. P. De, Chibasa, Bihar

4. Dr. P. R. Trivedi, Honorary Secretary, Gujarat State Branch, Indian Medical Association, Opposite H. K. Arts College, Ashram Road, Ahmedabad-9.
5. Dr. Ambalal C. Shah, Shiv Sadan, Marine Drive, Bombay-1
6. Dr. A. Balakrishna Nalr, Karunakaran Pharmacy, Calicut
7. Dr. C. Nanjappa, 16/15, Union High School Road, Coimbatore

Dr. S. P. Nath appearing at serial No. 3 and who has been re-nominated, shall continue to be a member of the Council for a further period of five years with effect from the 6th February, 1965 or until his successor is nominated or elected whichever is longer.

(4) Under the heading "Nominated under clause (e) of sub-section (1) of section 3", for the existing entries against serial Nos. 1, 3, 5 and 7, the following entries shall be substituted, namely:—

1. Dr. K. N. Rao, M.D., D.G.O., F.C.C.P., F.I.C.S., Director General of Health Services, New Delhi.
3. Dr. K. L. Wig, M.B.B.S., M.R.C.S., D.T.M. & H., M.R.C.P., F.C.C.P., F.R.C.P. (Lond), F.A.M.S., Director, All-India Institute of Medical Sciences, New Delhi.
5. Dr. C. S. Patel, F.R.C.S. (Eng.), Back Bay View, 3, New Queen's Road, Bombay-4
7. Dr. P. N. Wahi, M.D., M.R.C.P., Principal, S. N. Medical College, Agra

Lt. Genl. T. R. Pahwa and Dr. B. N. Sinha appearing at serial Nos. 2 and 6 and who have been re-nominated shall continue to be members of the Council for a further period of five years with effect from the 6th February, 1965 or until their successors are nominated whichever is longer.

[No. F. 4-28/64-MPT.]

*New Delhi, the 6th January 1965*

**S.O. 213.**—Whereas, Dr. A. V. Ramalingam, M.D., Professor of Pharmacology, Andhra Medical College, Visakhapatnam, has been nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948), by the Government of Andhra Pradesh to represent that State on the Pharmacy Council of India with effect from the 21st September, 1964;

And whereas Dr. Sheo Vehari Lal, M.Pharm., Ph.D., Government Analyst, Bihar Drug Control Laboratory, Patna has been re-elected on 28th July, 1964 by the Bihar State Pharmacy Council as its representative under clause (g) of section 3 of the said Act;

And whereas Dr. S. Rohtagi, M.Pharm., Ph.D., Hind Chemicals, Kanpur, has been re-elected on 11th September, 1964 by the Uttar Pradesh State Pharmacy Council, as its representative under clause (g) of section 3 of the said Act;

Now therefore in pursuance of section 3 of the said Act, the Central Government hereby directs that Dr. A. V. Ramalingam, M.D., shall be, and Dr. Sheo Vehari Lal, M.Pharm., Ph.D., and Dr. S. Rohtagi, M.Pharm., Ph.D., shall continue to be, with effect from the respective dates aforesaid, members of the Pharmacy Council of India constituted by the notification of the Government of India in the Ministry of Health No. F. 7-23/59-D, dated the 21st December, 1959 and makes the following further amendment in the said notification namely:—

In the said notification, under the heading "VI. Members nominated by State Governments under clause (h)" for the entry against Serial No. 1, the following entry shall be substituted, namely:—

"Dr. A. V. Ramalingam, M.D., Professor of Pharmacology, Andhra Medical College, Visakhapatnam."

[No. F. 6-28/64-MPT.]

**S.O. 214.**—Whereas, Smt. A. Rugmini Amma, Nursing Superintendent, T.B. Hospital, Pulayanar Cottah, Trivandrum, has been re-elected by the Kerala Nurses and Midwives Council to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of Section 3 of the Indian Nursing Council Act, 1947 (48 of 1947) (hereinafter referred to as the said Act), with effect from the 1st December, 1963;

And, whereas, Kumari S. Kunjummen, Assistant to the Director of Medical Services (Nursing), Madras, has been re-elected by the Madras Nurses and Midwives Council, to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of Section 3 of the said Act, with effect from the 1st December, 1963;

And, whereas, Kumari I. G. Shaw, Deputy Superintendent of Nursing Services, Lucknow, has been re-elected by the Nurses and Midwives Council, Uttar Pradesh to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of section 3 of the said Act, with effect from the 1st December, 1963;

And whereas, Mrs. A. Mukhopadhyaya, C/o Dr. B. Mukhopadhyaya, Sidpore Road, Patna-4, has been re-elected by the Bihar Nurses Registration Council under clause (a) of sub-section (1) of section 3 of the said Act, with effect from the 1st December, 1963;

And, whereas, Mrs. U. Mitra, Assistant Director of Health Services (Nursing), West Bengal, has been elected by the West Bengal Nursing Council to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of section 3 of the said Act, with effect from the 1st December, 1963;

And, whereas, Smt. Suprity Patnaik, Principal Tutor, S.C.B. Medical College, Hospital, Cuttack, has been elected by the Orissa Nurses and Midwives Council to be a member of the Indian Nursing Council under clause (a) of sub-section (1) of section 3 of the said Act, with effect from the 1st December, 1963;

Now, therefore, in pursuance of the provisions of the sub-section (1) of section 3 of the said Act, the Central Government hereby:—

(i) directs that Smt. A. Rujimini Amma, Kumari S. Kunjummen, Kumari I. G. Shaw and Mrs. A. Mukhopadhyaya shall continue to be members of the Indian Nursing Council constituted by the Notification of the Government of India in the Ministry of Health No. F. 27-57/57-MII(B), dated the 1st December, 1958, with effect from the 1st December, 1963;

(ii) makes the following further amendments in the notification of the Government of India in the Ministry of Health No. 27-57/57-MII(B), dated the 1st December, 1958, namely:—

In the said notification under the heading "Elected under Clause (a) of sub-section (1) of section 3", for the existing entries 7 and 8, the following entries shall be substituted, namely:—

"7. Mrs. U. Mitra, Assistant Director of Health Services (Nursing), West Bengal, Calcutta.

8. Smt. Suprity Patnaik, Principal, Tutor, S.C.B. Medical College, Hospital, Cuttack."

[No. F. 27-47/63-MPT(A).]

**S.O. 215.**—In pursuance of the provisions of section 3 of the Indian Nursing Council Act 1947 (48 of 1947) the Central Government hereby directs that the Superintendents of Nursing Services (by whatever name called) of the States in the group of States specified in sub clause (ii) of clause (m) of sub-section (1) of section 3 of the Indian Nursing Council Act 1947 (48 of 1947) (*viz.* Bihar, Kerala, Mysore, Orissa, Punjab and Rajasthan), shall be ex-officio members of the Indian Nursing Council;

Now therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act the Central Government hereby makes the following further amendments in the Notification of the Government of India in the Ministry of Health No. F.27-57/57-MII(B), dated the 1st December, 1958, namely:—

In the said notification under the heading "Ex-officio members under clause (m) of sub-section (1) of section 3", for the existing entries the following entries shall be substituted, namely:—

1. Superintendent of Nursing Services, Bihar.
2. Superintendent of Nursing Services, Kerala.
3. Superintendent of Nursing Services, Mysore.
4. Deputy Superintendent of Nursing, Orissa.
5. Assistant Director of Health Services (Nursing), Punjab.
6. Chief Nursing Superintendent, Rajasthan."

[No. F.27-47/63-MPT(B).]

R. MURTHI, Under Secy.

New Delhi, the 11th January 1965

**S.O. 216.**—Whereas the Central Government have, in pursuance of the provisions of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) nominated, in consultation with the Government of Rajasthan, Dr. R. M. Kasliwal, M.D., F.R.C.P. (London), D.T.M. & H. (England), F.A.M.S., F.A.C.C.P., F.N.I., Principal, Sawal Man Singh Medical College, Jaipur, to be a member of the Medical Council of India with effect from the 6th February, 1965;

2. And, whereas, in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the said Act, Dr M. L. Gupta, M.D., Professor of Physiology, S.M.S. Medical College, Jaipur, has been elected by the University of Rajasthan to be a member of the said Council with effect from the 6th February, 1965;

3. And, whereas, Dr. K. N. Singaravelu, M.B.B.S., "Rukmani Bhavan", No. 73, Charles Campbell Road, Cox Town, Bangalore-5, has been elected with effect from the 29th December, 1964, from the State of Mysore as a member of the Medical Council of India under clause (c) of sub-section (1) of section 3 of the said Act;

4. And, whereas the Central Government have, in pursuance of the provisions of clause (e) of sub-section (1) of section 3 of the said Act, nominated Dr. R. V. Sathe, M.B.B.S., M.D., M.R.C.P., Vice-Chancellor, Bombay University, Bombay, to be a member of the said Council with effect from the 6th February, 1965;

5. Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. 5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification,

(i) under the heading "Nominated under clause (a) of sub-section (1) of section 3", for the entry against serial No. 4, the following entry shall be substituted, namely:

"Dr. R. M. Kasliwal,  
M.D., F.R.C.P. (London),  
D.T.M. & H. (England), F.A.M.S.,  
F.A.C.C.P., F.N.I.,  
Principal, Sawal Man Singh Medical College,  
Jaipur."

(ii) under the heading "Elected under clause (b) of sub-section (1) of section 3", for the entry against serial No. 19, the following entry shall be inserted, namely:—

"Dr. M. L. Gupta, M.D.,  
Professor of Physiology,  
S.M.S. Medical College, Jaipur."

(iii) under the heading "Elected under clause (c) of sub-section (1) of section 3", after serial No. 11 and the entry relating thereto, the following serial No. and the entry shall be inserted, namely:—

"12. Dr. K. N. Singaravelu, M.B.B.S.,  
"Rukmani Bhavan"  
No. 73, Charles Campbell Road,  
Cox Town, Bangalore-5".

(iv) under the heading "Nominated under clause (e) of sub-section (1) of section 3", for the entry against serial No. 4, the following entry shall be inserted, namely:—

"Dr. R. V. Sathe, M.B.B.S., M.D., M.R.C.P.,  
Vice-Chancellor, Bombay University, Bombay".

[No. F.4-28/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

## OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BANGALORE

## CENTRAL EXCISE

Bangalore, the 21st April 1964

**S.O. 217.**—In exercise of the powers conferred on me under the second proviso to Rules 15 and 16 of Central Excise Rules, 1944 and in supersession of this Collectorate Notification No. 5/61 dated 27th September 1961 as amended from time to time, I hereby notify the areas shown in the appended schedule as spares growing areas for the purpose of Rules 15 and 16 of Central Excise Rules, 1944. In these areas persons cultivating Indian air cured tobacco on land measuring not more than 6 acres (in case the produce is cured in the whole leaf form) and 4 acres (if cured otherwise), shall be exempt from the provisions of Rule 15, and persons curing upto 36 kilogrammes in whole leaf forms or upto 14 kilogrammes in other forms shall be exempt from the provisions of Rule 16 of Central Excise Rules, 1944.

*Schedule showing the revenue jurisdiction of the areas exempted from the provisions of Rules 15 and 16 of Central Excise Rules, 1944.*

District	Area delimited	Exceptions	Officer to whom declarations are to be rendered in case the prescribed limits are exceeded
(1)	(2)	(3)	(4)
Bangalore	1. Magadi Taluk . . . . . 2. Ramanagaram Taluk . . . . . 3. Kanakapura Taluk . . . . . 4. Chennapatna Taluk . . . . . 5. Devanahalli Taluk . . . . . 6. Bangalore South Taluk . . . . . 7. Bangalore North Taluk . . . . . 8. Ankal Taluk . . . . . 9. Hoskote Taluk . . . . . 10. Dodballapur Taluk . . . . . the following 7 villages (i) Hodanahalli . . . . . (ii) Arudi . . . . . (iii) U. Hosahalli . . . . . (iv) Ujjani . . . . . (v) Mallasandra . . . . . (vi) Sannenahalli . . . . . (vii) Voddanahalli . . . . .	.. . . . Varthur taluk of Bangalore South Taluk. The other villages of Doddaballapur.	Range Officer, C. Ex., Chennapatna. Range Officer, C. Ex., M.O.R. VI, Bangalore. Range Officer, Central Excise, Doddaballapur.
KOLAR	11. Nelamangala Taluk . . . . . 1. Kolar Taluk . . . . . 2. Malur . . . . . 3. Bangarapet . . . . . 4. Mulbagal . . . . . 5. Chintamani Taluk . . . . . 6. Srinivaspur Taluk . . . . . 7. Siddalaghatta Taluk . . . . . 8. Chickballpur Taluk . . . . . 9. Bagepalli Taluk . . . . . 10. Doddinayakanapalya Hobli of Gowribidanur Taluk . . . . . 11. Gudibanda Taluk . . . . .	... Chellur Hobli	Range Officer, Central Excise, Kolar. Range Officer, Central Excise, Chintamani.
TUMKUR	1. Tumkur Taluk . . . . . 2. Gubbi Taluk . . . . . 3. Kunigal Taluk . . . . . 4. Tiptur Taluk . . . . . 5. Chickkanayakanahalli . . . . . 6. Turuvekere . . . . .	Chellur Hobli of Gubbi Taluk. Madugere and Koratagere Taluk.	Range Officer, Central Excise, M.O.R., Tumkur.

(1)	(2)	(3)	(4)
SHIRNOGA .	1. Chennageri Taluk . Basavapatna and Sa- thebennur hoblies. 2. Sasvehalli Hobli of Honnali taluk. . .		Range Officer, Central Excise, Chitradurga. Range Officer, Central Excise, Harihar.
	3. Balagutti Hobli of Honnali taluk. 4. Sorab Taluk . . 5. Sagar Taluk . . 6. Shikaripur Taluk . . 7. Hosanagar Taluk . . 8. Thirthahalli Taluk. . 9. Shimoga Taluk . . 10. Bhadravathi Taluk . .	Holehonour Hobli. . .	Range Officer, C. Ex., M.O.R., Bhadravathi.
CHITRA- DURGA	1. Davangere . . 2. Jagalur Taluk . . 3. Chitradurga Taluk . . 4. Holakere . .	Sokhi hobli except Seetharasaphalli & Siddiakote vil- lages Thuruvener hobli except Chikkondanahalli, Bangarakanahalli, Thu- ruvanur Kundur & Arelanahalli vil- lages, B. Durga and Tyala hoblies.	Range Officer, C. Ex., Davangere. Range Officer, C. Ex., Chitradurga.
MYSORE .	1. Chandekavadi hobli of Chamrajajanagar Taluk. . 2. Yelandur Taluk . . 3. T. Narsipur Taluk. . 4. Chengadi . . 5. Ponnachi . . 6. P.G. Palyam . . 7. Bailur . .	Bannur and T. Nar- sipur hoblies. . . . .	Range Officer, C. Ex., Nanjangud. Range Officer, C. Ex. Kollegal.
MANDYA	1. Melkote hobli of Pandavapura Taluk. . 2. Arakere . . 3. Settinali hoblies of Srirangapatna taluk . . 4. Maddur Taluk . . 5. Malavalli Taluk . . 6. Hannekere Hobli of Nagamangala Taluk . . 7. Mandy Taluk . . 8. Nagamangala Taluk . .	... . . . .	Range Officer, C. Ex., Mandy.
COORG .	1. Mercara Taluk . . 2. Virajpet Taluk . . 3. Somwarpet Taluk . .	... . . .	Range Officer, C. Ex., Maddur. Range Officer, C. Ex., Mercara. Range Officer, Virajpet. Range Officer, Frazer- pet.
HASSAN .	1. Saklespur Taluk . . 2. Belur Taluk . . 3. Alur Taluk . . 4. Shantigrama, Saligra- ma Hassan Hoblis of Hassan Taluk. . 5. Kanakatte & Banavara hoblies of Arsikere Ta- luk. .	Sonnenahalli Moha- medpur Mathigotta Gangur. . .	Range Officer, Saklespur Range Officer, Central Excise, Hassan.

(1)	(2)	(3)	(4)
HASSAN—contd.	6. Mallipatna hobli of Arkalgud Taluk. 7. Bagur and Haggelali hoblies of Channarayapatna.		Sector Officer of the forward Sector at Holenarsipur of Hassan MOR.
CHICKMAGA-LUR.	1. Jagara, Khandya Aldur & Avathi hoblies of Chickmagalur Taluk.  2. Koppa Taluk . . 3. Sringeri Taluk . . 4. Narasimhajapur Tq. 5. Kalasa and Belur hoblies of Mudigere Taluk. 6. Mudigere taluk except Kalasa & Belur Hoblies. 7. Tarikere Taluk. . . 8. Kadur Taluk . .	Chickmagalur hobli.  Ajampura & Sivana hoblies, Kadur hobli, Hirehallur hobli, Sakrepatna hobli.	Range Officer, Central Excise, Chickmagalur.  Range Officer, Jayapura.  Range Officer, Central Excise, Kalasa. Range Officer, C. Excise, Mudigere.  Range Officer, Central Excise, Kadur.
SOUTH KANARA	1. Mangalore Taluk 2. Puttur Taluk 3. Bantwal Taluk 4. Belthangady taluk, except Venur firka. 5. Hejjamady village of Udupi taluk. 6. Karkal Taluk and Venur firka of Belthangadi Taluk. 7. Udupi Taluk except Hejjamady village. 8. Coondapur Taluk . .		Range Officer, Central Excise, Mangalore.
BELGAUM	1. Kanapur Taluk 2. Ramdurg Taluk . .	Kota Firka, Bijadi village in Coondapur firka, Bairdur Firka and Vandse Firka. Chickmanoli, Karavinkop Hirechattihol, Tondikatti.	Range officer, Central Excise, Coondapur. Dy. Supdt. C. Ex., M.O.R., Belgum. Range Officer, C. Ex., Gokak.
BELLARY	1. Bellary Taluk 2. Hatchali and Tekkalakota and Siruguppa Firkas of Siruguppa Taluks. 3. Sandur Taluka. 4. Kudligi Firka of Kudligi Taluka. 5. Hosali Firka of Kudligi Taluka. 6. Godikeri Firka of Kudligi Taluk.	Bellary Firka Tekkalakota village. Sandur Firka. Kudligi.	Range Officer, Bellary Rural.
RAICHUR	1. Gangavathi Taluk 2. Kustagi Taluk . . 3. Sindhoor Taluk . . 4. Lingsugur Taluk . . 5. Kampli Firka . . 6. Kamalapur Firka . . 7. Manvi Taluk . . 8. Rajchur Taluka . .	Kustagifirka and Tavarperi village Sindhoor. Mudgal village Ramtnal village. Kallur Village Umlihasur. 1. Raichur firka.] 2. Kalmalar.	Range Officer, Harpanahalli sector Officer I. Range Officer, C. Ex., Gangavati. Range Officer, C. Ex., Raichur.

(1)	(2)	(3)	(4)
RAICHUR-Contd.	9. Deodurg Taluk	3. Zigerkal & Argangi village of Kalamal firka, Masarkal village.	
	10. Hitnal Firka of Kop-pal Taluk. 11. Bandi firka of Yelberga taluk. 12. Hospet Firka Maria-manhalli Firka. 13. Mukund village.		Range Officer, C. Ex., Koppal.
DHARWAR	1. Kalghatgi Taluka 2. Hangal Taluka		Range Officer, Hubli. Range Officer, Raneben-nur.
	3. Ron Taluk 4. Nargund Taluk		Range Officer, M.O.R. Gadag.
NORTH KA-NARA.	1. Kumta. 2. Honawar 3. Bhatkal 4. Sirsi 5. Siddapur 6. Mundgod. 7. Karwar 8. Ankola 9. Yellapur 10. Supa Taluk 11. Halyal Taluka		Range Officer, C. Ex., Kumta.
			Range Officer, Karwar.
GULBERGA	1. Kamalapur firka of Gulberga taluka. 2. Girdwar Circle Par-watabad of Gulberga Taluka. 3. Jeevargi Taluk 4. Revenue Circle of Af-zilpur in Afzalpur Taluk. 5. Chitapur firka of Chitapur Taluk. 6. Kalgi firka of Chitapur Taluk. 7. Nalwar Firka of Chita-pur Taluk.	Kamalapur village, Dastapur, Mahagoon, Jeerangi, Sosnath. Indoor, Keni, Savalgi Malkhanda.	Range Officer, Cen-tral Excise, Gul-berga.
	8. Kodlu Firka of Seram 9. Mudhole firka of se-ran. 10. Kembhavi firka of Shorapur Taluk. 11. Shorapur Firka of Shorapur Taluk. 12. Hunsagi Firka of Shorapur Taluka. 13. Dornalli Firka of Shahapur Taluk. 14. Shahapur Taluk 15. Yadgiri Municipal limit. 16. Balichara firka of Yadgiri Taluk.	Jeertagi & Kollur. Mashal, Afjalpur Mal-lapad, Badadal Chin-choli, Belurg. Shahbad, Madhol, Danduti Yargal, Al-dinal, Gundhatt, Belgampa, Bejewadi. Mangalgoli, Nipani Ko-dedur, Korwar New Bonmanalli Satnoor & Maikatta Sonti. Hulgoli village Kalgun-da. Gopanpalli. Mudnur, Godrihal, Bampur. Kodinalli. Hunsagi Hobbal. Gulsaram.	Inspector of C. Ex., Chittapur of Yad-giri M.O.R. Inspector of C. Ex., Seram of Yadgiri M.O.R.
	17. Yadgiri Municipal limit. 18. Balichara firka of Yadgiri Taluk.	Mastur, Chigur.	Range Officer, C. Ex., Yadgiri M.O.R.

(1)	(2)	(3)	(4)
	17. Chincholi firka of Chincholi taluka.	Chincholi, Kallur Bommanahalli, Kallur Road Palakpatti Anwar, Inalli.	
	18. Sulepeth firka of Chincholi Taluk.	Sulepeth.	
	19. Chimanchod firka of Chincholi taluk.	Chimanchod, Marapalli V. Yempalli, Hassaragundi, Garampalli, Naranhal, Dastapur, Taliapur, Dotikala, Karkunkali and Yelmamadi.	Inspector of Central Excise, Chincholi of Bidar M.O.R.
BIDAR	1. Aurad Taluk . . . . .	Nirma Pitka.	
	2. Bidar taluk . . . . .	Balki firka & Halburga firka.	
	3. Balkhi Taluk . . . . .	Honnabadd Firka, Chittaguppa firka, Chittakota, Kallur, Algund and Chitta of Ladavanti Firka and Kalyani village of Kalyani firka. ■	Deputy Superintendent, M.O.R., Bidar.
	4. Humnabad Taluk . . . . .		
BIJAPUR	1. Badami taluka . . . . .		Range Officer, C. Ex., Ilkal.
	2. Bijapur Taluka 82 villages (other than those falling under the jurisdiction of Range Office, Sindgi.)	Nalawadi.	Range Officer, C. Ex., Bijapur.
	3. Bagewadi Taluka . . . . .		
	4. Muddebihal taluk. . . . .	Bevvor village, Alur village, Shikkeri village, Chebbi village.	Range Officer, C. Ex., Bagalkot.
	5. Bagalkot taluka . . . . .	Terdal, Tamadaddi, Ha-jingli, Maigur Janawad.	Range Officer, C. Ex., Jamkhandi.
	6. Jamkhandi taluka . . . . .	Beelgi.	Range Officer, C. Ex., Mudhol.
	7. Biligi Taluka . . . . .	Chadchan village Tam-ba, Sindji firka.	Range Officer, Central Excise, Sindgi.
	8. Indi taluka, Bijapur taluka 43 villages list enclosed.	Sindgi firka in Sindgi taluka Allel ; Gindgi Assangihali, Uchit Navalgi, Mangrul; Morati, Bhantnur II, Khedgi; Ahirsang Balloli of Indi taluks.	Range Officer, C. Ex., Sindgi.
	9. The whole of Sindgi Range jurisdiction i.e., Indi taluka and Sindgi Taluka.		

*List of 43 villages of Bijapur Taluka falling in the Sindgi Range.*

- |                 |                 |                |                 |
|-----------------|-----------------|----------------|-----------------|
| 1. Madasanal.   | 11. Jalageri.   | 21. Naghhan,   | 31. Aheri.      |
| 2. Kannur.      | 12. Kunnel.     | 22. Hunghal.   | 32. Basanhalli. |
| 3. Dommal.      | 13. Inginal.    | 23. Honnalli.  | 33. Dyaberri.   |
| 4. Shirnal.     | 14. Gugdhad.    | 24. Khawaspur. | 34. Jambagi.    |
| 5. Makhanpur.   | 15. Baragi.     | 25. Bhutnal.   | 35. Hadagalli.  |
| 6. Tidagundi.   | 16. Shidapur..  | 26. Yetnal.    | 36. Honnutagi.  |
| 7. Bomanahalli. | 17. Hanchinal.  | 27. Ainapur.   | 37. Kumatgi.    |
| 8. Minchanal.   | 18. Arkeri.     | 28. Allapur.   | 38. Kaggod.     |
| 9. Tillihal.    | 19. Ithangihal. | 29. Bharanpur. | 39. Kavalgi.    |
| 10. Gunki.      | 20. Aliabad.    | 30. Ankalgi.   | 40. Mad Bhavi.  |
|                 | 41. Phatepur.   | 42. Shivangi.  | 43. Bagalpur.   |

Bangalore, the 21st November 1964

**S.O. 218.**—The following amendment to this office Notification No. 2/64 dated 21st April 1964, is ordered with immediate effect.

Against serial No. 7 under Bijapur District substitute in Col. 4 the following words,

The Range officer, of Central Excise, Bagalkot instead of "The Range officer of Central Excise, Mudhol".

[No. 4/64.]

V. PARTHASARATHY, Collector.

### MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 2nd January, 1965.

**S.O. 219.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Shri Atawar Rahman after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with effect from 3rd December, 1964.

[No. F. 11/3/62-FC.]

**S.O. 220.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Shrimati Rani Mazumdar after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with effect from 9th October, 1964.

[No. F. 11/3/62-FC.]

**S.O. 221.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Shrimati Jayasree Sen after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with effect from 6th December, 1964.

[No. F. 11/3/62-FC.]

New Delhi, the 4th January 1965

**S.O. 222.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Shri Chidananda Das Gupta after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with effect from 24th October, 1964.

[No. F. 11/3/62-FC.]

**S.O. 223.**—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Maharakumar Somendra Chandra Nandy after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with effect from 6th December, 1964.

[No. F. 11/3/62-FC.]

R. B. SINHA, Under Secy.

## CORRIGENDA

New Delhi, the 31st December, 1964

S.O. 224.—In the notification of the Government of India in the Ministry of Information and Broadcasting No. S.O. 4146, dated the 23rd November, 1964, published in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated the 5th December, 1964, at page 4628,—

- (1) in line 12, for '54' read '50';
- (2) in line 14, for "20% 24\*\*", read "20%\*\*.....24".

[No. F. 2/9/63-CIS.]

R. K. GOVIL, Under Secy.

## MINISTRY OF INDUSTRY AND SUPPLY

(Indian Standards Institution)

New Delhi, the 4th January, 1965

S.O. 225.—ISI Certification Marks licences No. CM/L-228, CM/L-229 dated 16th September 1960 and CM/L-236 dated 18th October 1960 held by M/s. Republic Enge Corp. Ltd., 7, Chowringhee Road, Calcutta-13, the details of which were published under S.O. 3763 and 4039 in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 31st October and 28th November 1964 respectively have been cancelled.

[No. MD/12/361.]

S.O. 226.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period 16th December to 31st December 1964.

### THE SCHEDULE

Sl. No. and Title of the No. Indian Standard Estab- lished	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars	
1	2	3	4
1 IS:368-1963 Specification for Electric Immersion Water Heaters (Revised)	IS:368-1952 Specification for Electric Portable Immersion Heaters for Domestic Use (Tentative).	This standard covers the requirements and methods of tests for electric immersion water heaters of rated loading not exceeding 5.0 kW and designed for connection to supplies at voltages not exceeding 250 V, AC single phase 50 c/s, or DC; and normally intended for water heating purposes. (Price Rs. 2.50).	
2 IS:614-1964 Methods of Measurements on Receivers for Amplitude Modulation Broadcast Transmissions (Revised)	IS:614-1954 Methods of Measurements on Receivers for Amplitude Modulation Broadcast Transmissions (Tentative).	The methods of measurements laid down in this standard apply to radio receivers intended for domestic or similar use, designed for loud-speaker reception of amplitude modulation broadcast transmissions in the frequency range of 525 kilocycles to 26.1 megacycles per second.	
		This standard is applicable to mains-operated as well as battery-operated receivers using either valves or transistors. (Price Rs. 6.50).	

3	IS:991-1964 Specification for Spoons, Brass and Nickel Silver (Revised).	IS:991-1957 Specification for Spoons, Brass and Nickel Silver.	This standard covers the requirements for the following types of spoons made of brass or nickel silver : (a) Serving spoon, large; (b) Serving spoon; (c) Dessert spoon; (d) Tea spoon; (e) Coffee spoon; (f) Scup spoon; (g) Mustard spoon; and (h) Salt spoon. (Price Rs. 2.00).
4	IS:1519(Part II)-1964 Method for Temperature Measurement of Petroleum and Its Products, Part II.		This standard prescribes the method for determining temperatures of petroleum and its products when such products are stored in liquid state in bulk at pressure above atmospheric. Tanks and vessels which communicate with outside atmosphere during sampling or gauging, but which otherwise operate at pressures few centimetres of water above atmospheric are excluded from the purview of this standard (Price Rs. 3.00).
5	IS:2669-1964 Specification for Milling Cutters for Woodruff Keyslots.	..	This standard covers the dimensions and the requirements for milling cutters for keyslots for Woodruff Keys (Price Rs. 1.50).
6	IS:2713-1964 Specification for Tubular Steel Poles for Overhead Power Lines.	..	This standard covers the requirements for tubular steel poles of circular cross-section for overhead power lines (Price Rs. 4.50).
7	IS:2716-1964 Specification for Myrobalan Extract.	..	This standard prescribes the requirements and the methods of sampling and test for myrobalan extract which is largely used for tanning and for internal treatment of locomotive feed waters. The extract is also used as an additive in oil drilling compositions. (Price Rs. 4.50).
8	IS:2744-1964 Specification for $\alpha$ -Naphthylamine.	..	This standard prescribes the requirements and the methods of sampling and test for $\alpha$ -naphthylamine. (Price Rs. 3.00).
9	IS:2755-1964 Specification for Plain and Interlock Knitted Cotton Vests.	..	This standard prescribes the constructional details and other particulars of unbleached and bleached, plain and interlock, knitted cotton vests of the following types: (a) Round neck, short sleeves; (b) Round neck, sleeveless, with narrow shoulder straps (cross-cut); (c) Round neck, sleeveless, with broad shoulder straps (shape-cut) (Price Rs. 4.00).

(1)	(2)	(3)	(4)
10 IS:2762-1964 Specification for Wire Rope Slings and Sling Legs.	..	This standard specifies dimensions, construction, loading, tests and marking of one-, two-, three- and four-leg slings for wire ropes of nominal diameter from 8 to 35 mm, having legs of the following types:  (a) Single part spliced, (b) Double part spliced endless, and (c) Double part grommet. (Price Rs. 5/-).	
11 IS:2778-1964 Specification for Tomatoes.	..	This standard prescribes the requirements for tomatoes, <i>Lycopersicon esculentum</i> Mill. (Price Rs. 1/-).	
12 IS:2792-1964 Code of Practice for Design and Construction of Stone Slab over Joist Floor.	..	This standard covers the design and construction of structural floors or roofs where stone slabs are supported over closely spaced joists and covered with a layer of lime concrete or cement concrete and the required floor or roof finish. The standard also specifies the material used for this construction. (Price Rs. 2/-).	
13 IS:2821-1964 Specification for Thermo-sampler.	..	This standard prescribes the constructional details and the dimensional requirements for thermo-samplers used to draw samples from bulk storage of foodgrains with simultaneous recording of the temperature at different depths. (Price Rs. 1/-).	
14 IS:2823-1964 Specification for Wire Healds for Jacquard Weaving.	..	This standard prescribes the requirements of wire healds for cotton, silk, woollen and worsted jacquard weaving. (Price Rs. 2/-).	
15 IS:2825-1964 Dimensions for Wrought Copper and Copper Alloy Rods and Bars.	..	This standard specifies dimensions and tolerances for copper and copper alloy rods and bars (Price Rs. 1/-).	

Copies of these Indian Standards are available for sale, with the Indian Standards Institution, Minar-e-Baitul, 9 Bahadur Shah Zafar Marg, New Delhi-1, and also its branch offices at (i) Bombay Metal Terrace, (First Floor), 534, Sardar Vallabhbhai Patel Road, Bombay-7, (ii) 3rd Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2nd Floor, Sathyamurthy Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kampur.

[No. MD/13:2.]

**S.O. 227.**—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962, & 1964 the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s), given in the Schedule hereto annexed have been issued under the powers conferred by sub-regulation (1) of regulation 3 of the said regulations.

THE SCHEDULE

Serial No.	No. and title of the Indian Standard amended	No. & Date of Gazette Notification in which the establishment of the Indian Standard was notified.	No. & date of the Amendment	Brief particulars of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
1	IS: 724-1964 Specification for Mild Steel and Brass Cup, Ruler and Square Hooks and Screw Eyes (Revised).	S.O. 3329 dated 19 September 1964.	No. 1 September 1964.	Page 13—New item II and clause 11.1 have been added after sub-clause 10.1.1.	15 January 1965.
2	IS: 1307-1958 Specification for Aldrin Emulsifiable Concentrates.	S.O. 74 dated 9 January 1960.	No. 2 September 1964.	(i) The existing sub-clause 3.2.2 has been substituted by a new one.  (ii) Sub-clause 5.1.1, line 3 (of Amendment No. I March 1963) Substitute 'high flash point' for 'low flash point'.  (iii) The existing sub-clause 5.2.2 and Appendix B have been substituted by new ones.  (iv) The existing sub-clauses D-2.1.4 and D-3.1.4 have been substituted by new ones.  (v) Clause E-2.1, lines 6 and 7—Substitute '3 days' for 'a week'.	Immediate effect.

(1)	(2)	(3)	(4)	(5)	(6)
3	IS: 1310-1958 Specification for Endrin Emulsifiable Concentrates.	S.O. 2834 dated 26 December 1959.	No. 2 September 1964.	<p>(i) The existing sub-clause F-2.2.1 has been substituted by a new one.</p> <p>(ii) The existing sub-clause 3.2.2 has been substituted by a new one.</p> <p>(iii) Sub-clause 5.1.1, line 3 (of Amendment No. 1 March 1963)—Substitute ‘High flash point’ for ‘low flash point’.</p> <p>(iv) The existing sub-clause 5.2.2 and Appendix B have been substituted by new ones.</p> <p>(v) The existing sub-clause D-2.1.4 and D 3.1.4 have been substituted by new ones.</p> <p>(vi) Clause E-2.1, lines 6 and 7—Substitute ‘3 days’ for ‘a week’.</p> <p>(vii) The existing sub-clause F-2.2.1 has been substituted by a new one.</p>	Immediate effect.
4	IS: 1848-1961 Specification for Writing and Printing Papers.	S.O. 2706 dated 18 November 1961.	No. 1 September 1964	<p>No. 1 September 1964</p> <p>Clause 5.2, item (c)—Substitute the following for the existing item:</p> <p>(c) Weight in kg per ream of 500 sheets including wrapping paper;</p>	15 January 1965.

5 IS: 1854-1964 Specification for S.O. 2874 dated 22 Persons Weighing Machines August 1964.  
(Revised).

No. 1 September 1964

Class 5.3, line 2—Substitute 'cast iron, preferably of Grade 15'

15 January 1965.

for 'cast iron, preferably of Grade 10 B'.

Copies of these amendment slips are available, free of cost, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Bombay Mutual Terrace, (First Floor), 534, Sardar Vallabhbhai Patel Road, Bombay-7, (ii) 3rd Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2nd Floor, Sathyamurthi Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13 : 5.]

New Delhi, the 5th January 1965

**S.O. 228.**—In licence No. CM/L-757, dated 13th August 1964 held by M/s. Pelican Ceramic Industries, New Delhi, the details of which are published under S.O. 3553 in the Gazette of India, Part II, Sub-section 3(ii), dated 10 October 1964, the list of articles has been revised as follows with effect from 4 January 1965:

Semi-Enclosed Electric Fuses, 15 amp, 250 and  
500 volts, 30 amp, 250 and 500 volts, 60 amp,  
500 volts, 100 amp, 500 volts, and 200 amp, 500 volts.

[No. MD/12:972.]

New Delhi, the 7th January 1965

**S.O. 229.**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962, and 1964 the Indian Standards Institution hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed, has been established during the period 1 January to 6th January, 1965.

#### THE SCHEDULE

Sl. No. and Title of the Indian Standard established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars	
(1)	(2)	(3)	(4)
I IS:10-1964 Specification for Plywood Tea-Chests (Second Revision)	IS:10-1953 Specification for Plywood Tea-Chests (Revised)	This specification covers requirements for plywood for tea-chests, standard sizes and requirements for tea-chests and their components, the tare and tests for plywood and tea-chests (Price Rs.4.50).	

Copies of this Indian Standard are available for sale, with the Indian Standards Institution Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi, and also its branch offices at (i) Bombay Mutual Terrace (First Floor), 534 Sardar Vallabhbhai Patel Road, Bombay-7, (ii) Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) Second Floor, Sathyamurthy Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13 : 2]

**S.O. 230.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 1 February, 1965.

## THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1	IS: 2287 	Drafting Machines .	IS:2287-1963 Specifi- cation for Drafting Machines	The monogram of the Indian Standards Institution consisting of letters ISI drawn in the exact style and relative proportions as indicated in col. (2), the number, designation of the Indian Standard being superscribed on the top side of the monogram as in- dicated in the design.

[No. MD/17 : 2]

**S.O. 231.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the marking fee per unit for Drafting Machines, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1 February 1965.

## THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1	Drafting Machines	IS:2287-1963 Speci- fication for Drafting Machines.	One Machine	Re. 1.00

[No. MD/18:2]

D. V. KARMARKAR,  
Joint Director (Marks).

**(Department of Industry)**  
New Delhi, the 7th January 1965

**S.O. 232.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Trade Marks Registry Class IV Recruitment Rules, 1958, namely:—

1. These rules may be called the Trade Marks Registry Class IV Recruitment (Amendment) Rules, 1964.

2. In the Trade Marks Registry Class IV Recruitment Rules, 1958, after rule 2, the following rule shall be inserted, namely:—

“3. Certain permanent vacancies to be filled by transfer from among employees of State Government.

Notwithstanding anything contained in these rules, where in any year there are three or more permanent vacancies in any of the said posts to be filled by direct recruitment, not more than one-third of such vacancies may be filled by transfer from among employees of State Governments, in accordance with the general instructions issued in this behalf by the Central Government from time to time.”

[No. 11(4)-TMP/64.]  
HARGUNDAS, Under Secy.

## MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

*New Delhi, the 4th January 1965*

**S.O. 233.**—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said section, namely:—

### GROUNDNUT GRADING AND MARKING RULES, 1965

**1. Short Title and Application.**—(1) These rules may be called the Groundnut (Grading and Marking) Rules, 1965.

(2) They shall apply to groundnut, pods and groundnut kernels (*Arachis hypogaea*) produced in India.

**2. Definitions.**—In these rules, (1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;

(2) "Schedule" means a schedule appended to these rules.

**3. Grade Designation.**—The grade designations to indicate the quality of groundnuts (pods and kernels) shall be as set out in Schedule II to VII.

**4. Definition of Quality.**—The quality indicated by the respective grade designations shall be as set out against each grade designation in columns 2 to 7 of Schedules II to V and columns 2 to 9 of Schedules VI and VII.

**5. Grade Designation Mark.**—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an outline map of India with the word 'AGMARK' and the figure of the rising sun, with the words 'Produce of India' and (भारतीय उत्पाद) resembling the one as set out in Schedule I).

**6. Methods of Marking.**—(1) The grade designation mark shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser and shall clearly show the following particulars, namely:

- (a) Grade designation.
- (b) Variety or trade name.
- (c) Net weight.
- (d) Date of packing.

(2) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container in a manner approved by the said Officer, provided that the private trade mark does not represent quality or grade of groundnut (pods and kernels) different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

**7. Method of packing.**—(1) Only sound, clean and dry containers made of jute, cloth, paper, polythene or tin shall be used for packing. They shall be free from any insect infestation or fungus contamination and also free from any undesirable smell.

(2) The containers shall be securely closed and sealed in a manner approved by the Agricultural Marketing Adviser.

(3) Each package shall contain groundnut (pods or kernels) of one grade designation only.

**8. Special conditions of Certificate of Authorisation.**—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following special conditions shall be observed by packers to the satisfaction of the Agricultural Marketing Adviser, namely:—

- (1) An authorised packer shall make such arrangements for testing Groundnut (pods and kernels), as may be prescribed by the Agricultural Marketing Adviser.
- (2) An authorised packer shall provide all such facilities as may be necessary to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser in this behalf.

## SCHEDULE I

(See rule 5)

*Design for the Grade designation mark.*

Note:—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

## SCHEDULE II

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Red Natal' (*Arachis hypogaea*)*

Grade designation	Special Characteristics						General Characteristics	
	Maximum limit of tolerance							
	Foreign matter %	Damaged pods %	Shrivelled and immature pods %	Pods of other varieties %	Shelling % (kernels/pods) minimum			
I	2	3	4	5	6	7		
Special . .	1·0	0·50	2·0	1·0	74		The groundnut pods shall have the characteristics shape, configuration and appearance of the variety commercially known as 'Red Natal' shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.	
Standard . .	2·0	1·00	3·5	2·0	70			
General . .	3·0	2·00	5·0	5·0	68			

*Explanation.—*—1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.

3. "Shrivelled and immature pods" are those pods which are imperfectly developed.

NOTE.—For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE III

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Bold'*  
*(Arachis hypogaea)*

Grade designation	Special Characteristics						General Characteristics	
	Maximum limit of tolerance							
	Foreign matter	Damaged pods	Shriveled and immature pods	Pods of other varieties	Shelling % (Kernel/pods)	minimum		
	%	%	%	%				
I	2	3	4	5	6	7		
Special	1·0	0·5	3·0	1·0	69			
Standard	2·0	1·0	3·5	2·0	66			
General	3·0	2·0	5·0	5·0	62	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Bold' shall be of the season's crop, not moist to touch shall not show visible signs of insects and mould and shall not have excessive dirt.		

*Explanation.—* 1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.

3. "Shriveled and immature pods" are those pods which are imperfectly developed.

*NOTE.—* For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE IV

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially as "Coromondal".*

(*Arachis hypogaea*)

Grade designation	Special Characteristics						General Characteristics	
	Maximum limit of tolerance				Shelling % (Kernels/pods) minimum			
	Foreign matter	Damaged pods	Shriveled and immature pods	Pods of other varieties				
	%	%	%	%				
I	2	3	4	5	6		7	
Special . . .	1·0	0·5	2·0	1·0	70	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Coromondal' shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.		
Standard . . .	2·0	1·0	3·5	2·0	67			
General . . .	3·0	2·0	5·0	5·0	64			

*Explanation.—* 1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.

3. "Shriveled and immature pods" are those pods which are imperfectly developed.

*NOTE.—* For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2,3 and 4 for Special, Standard and General grades, respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE V

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Peanuts'.*  
*(Arachis hypogaea)*

Grade designation	Special Characteristics						General Characteristics	
	Maximum limit of tolerance					Shelling % (Kernel/pods) minimum		
	Foreign matter %	Damaged pods %	Shrivelled and immature pods %	Pods of other varieties %				
I	2	3	4	5	6		7	
Special . . .	1·0	0·5	2·0	1·0	72			
Standard . . .	2·0	1·0	3·5	2·0	69			
General . . .	3·0	2·0	5·0	5·0	66			
						The groundnut pods shall have the characteristics shape, configuration and appearance of the variety commercially known as 'Peanuts' shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.		

*Explanation.—* 1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insects attack or those showing internal discolouration of kernels materially affecting the quality of the pods.

3. "Shrivelled and immature pods" are those pods which are imperfectly developed.

*NOTE.—* For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE VI

(See rules 3 and 4)

*Grade designations and definition of quality of kernels of groundnut commercially known as Red, Natal 'Peanuts'*

(*Arachis hypogaea*)

Grade designation	Special Characteristics								General Characteristics	
	Maximum limit of tolerance									
	Foreign matter	Damaged kernels	Slightly damaged kernels	Shriveled and immature kernels	Splits and broken kernels	Nooks	Admixture of other varieties			
	%	%	%	%	%	%	%		%	
I	2	3	4	5	6	7	8		9	
Special	1·0	0·5	0·5	2·0	5·0	1·0	1·0	The kernels shall be obtained from pods of the variety 'Red Natal'/'peanuts' shall have characteristics shape, configuration and appearance of the variety, shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall be free from dirt and obnoxious smell.		
Standard	2·0	1·0	1·0	4·0	10·0	2·0	2·0			
General	3·0	2·0	2·0	6·0	15·0	3·0	5·0			

*Explanation.*—1. "Foreign matter" means pieces of particles or any extraneous substance other than groundnut kernels and includes unshelled nuts, if any, which have to be shelled.

2. "Damaged kernels" are those kernels which are internally discoloured, discolouration materially affecting the quality.

3. "Slightly damaged kernels" are those kernels, which are discoloured only externally or partly, without affecting the quality.

4. "Shriveled and immature kernels" are those kernels which are imperfectly developed.

5. "Splits kernels" are those kernels broken into two halves lengthwise and "Broken kernels" are those kernels which are smaller than splits but bigger than Nooks.

6. "Nooks" means small parts of kernels, measuring 1/16th or less of a whole kernel.

*Note.*—For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·0 per cent in excess of the tolerance specified in each of the columns 2, 3, 4, 5, 7 and 8 for Special, Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 6 for Special, Standard and General grades respectively.

## SCHEDULE VII

(See rules 3 and 4)

*Grade designations and definition of quantity of kernels of groundnut commercially known as 'BOLD'/'Coromandal'.*

(*Arachis hypogaea*)

## Special Characteristics

Grade designation	Maximum limit of tolerance							General Characteristics
	Foreign matter	Damaged kernels	Slightly damaged kernels	Shriveled and immature kernels	Splits and broken kernels	Nooks	Admixture of other varieties	
	%	%	%	%	%	%	%	
I	2	3	4	5	6	7	8	9
Special .	0·5	1·0	0·5	2·0	5·0	1·0	1·0	The kernels shall be obtained from pods of the variety 'Bold'/'Coromandal', shall have characteristic shape, configuration and appearance of the variety, shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall be free from dirt and obnoxious smell.
Standard .	1·0	1·5	1·0	4·0	10·0	2·0	2·0	
General .	2·0	2·0	2·0	6·0	15·0	3·0	5·0	

*Explanation.—1. "Foreign matter" means pieces or particles of any extraneous substance other than groundnut kernels and includes unshelled nuts, if any, which have to be shelled.*

2. "Damaged kernels" are those kernels which are internally discoloured, discolouration materially affecting the quality.

3. "Slightly damaged kernels" are those kernels which are discoloured only externally or partly, without affecting the quality.

4. "Shriveled and immature kernels" are those kernels which are imperfectly developed.

5. "Splits kernels" are those kernels which are broken into two halves lengthwise and "Broken kernels" are those kernels which are smaller than splits but bigger than Nooks.

6. "Nooks" means small parts of kernels measuring 1/16th or less of a whole kernel.

*NOTE.—For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3, 4, 5, 7 and 8 for Special, Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column No. 6 for Special, Standard and General grades respectively.*

**S.O. 234.**—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said section, namely:—

### GROUNDNUT GRADING AND MARKING RULES, 1965

**1. Short Title and Application.**—(1) These rules may be called the Groundnut (Grading and Marking) Rules, 1965.

(2) They shall apply to groundnut pods and groundnut kernels (*Arachis hypogaea*) produced in India.

**2. Definitions.**—In these rules,

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;

(2) "Schedule" means a schedule appended to these rules.

**3. Grade Designation.**—The grade designation to indicate the quality of ground-nuts (pods and kernels) shall be as set out in Schedules II to VII.

**4. Definition of Quality.**—The quality indicated by the respective grade designations shall be as set out against each grade designation in columns 2 to 7 of Schedules II to V and columns 2 to 9 of Schedules VI and VII.

**5. Grade Designation Mark.**—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an outline map of India with the word 'AGMARK' and the figure of the rising sun, with the words 'Produce of India' and (भारतीय उत्पाद) resembling the one as set out in Schedule I).

**6. Methods of Marking.**—(1) The grade designation mark shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser and shall clearly show the following particulars, namely:

(a) Grade designation.

(b) Variety or trade name.

(c) Net weight.

(d) Date of packing.

(2) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container in a manner approved by the said Officer, provided that the private trade mark does not represent quality or grade of groundnut (pods and kernels) different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

**7. Method of packing.**—(1) Only sound, clean and dry containers made of jute, cloth, paper, polythene or tin shall be used for packing. They shall be free from any insect infestation or fungus contamination and also free from any undesirable smell.

(2) The containers shall be securely closed and sealed in a manner approved by the Agricultural Marketing Adviser.

(3) Each package shall contain groundnut (pods or kernels) of one grade designation only.

**8. Special conditions of Certificate of Authorisation.**—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following special conditions shall be observed by packers to the satisfaction of the Agricultural Marketing Adviser, namely:—

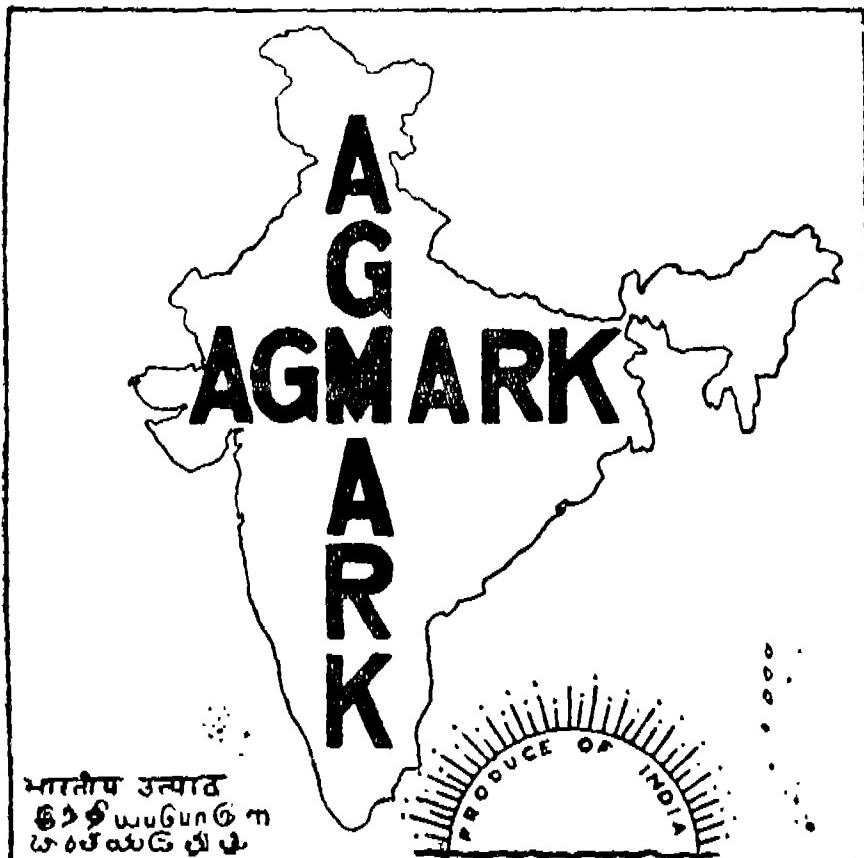
(1) An authorised packer shall make such arrangements for testing Ground-nut (pods and kernels), as may be prescribed by the Agricultural Marketing Adviser.

(2) An authorised packer shall provide all such facilities as may be necessary to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser in this behalf.

SCHEDULE I.

(See rule 5.)

Design for the Grade designation mark.



NOTE:—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

## SCHEDULE II

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Red Natal' (*Arachis hypogaea*)*

Grade designation	Special Characteristics						General Characteristics	
	Maximum limit of tolerance							
	Foreign matter %	Damaged pods %	Shrivelled and immature pods %	Pods of other varieties %	Shelling % (kernels/pods) minimum			
1	2	3	4	5	6	7		
Special	.	1·0	0·50	2·0	1·0	74	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Red Natal', shall be of the seasons crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.	
Standard	.	2·0	1·00	3·5	2·0	70		
General	.	3·0	2·00	5·0	5·0	68		

- Explanation.—* 1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.  
 2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.  
 3. "Shrivelled and immature pods" are those pods which are imperfectly developed.

*Note.—* For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE III

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially  
 'Bold'  
 (Arachis hypogaea)*

Grade designation	Special Characteristics						General Characteristics	
	Maximum limit of tolerance							
	Foreign matter %	Damaged pods %	Shriveled and immature pods %	Pods of other varieties %	Shelling % (Kernel/pods) minimum			
I	2	3	4	5	6		7	
Special	.	1·0	0·5	3·0	1·0	69	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Bold' shall be of the season's crop, not moist to touch shall not show visible signs of insects and moulds and shall not have excessive dirt.	
Standard	.	2·0	1·0	3·5	2·0	66		
General	.	3·0	2·0	5·0	5·0	62		

*Explanation.—1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.*

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.
3. "Shriveled and immature pods" are those pods which are imperfectly developed.

*Note.—For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.*

## SCHEDULE IV

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially  
'Coromondal'*

*(Archachis hypogaea)*

Grade designation	Special Characteristics						General Characteristics.	
	Maximum limit of tolerance							
	Foreign matter %	Damaged pods %	Shrivelled and immature pods %	Pods of other varieties %	Shelling (kernels/pods) minimum %			
I	2	3	4	5	6	7		
Special .	1·0	0·5	2·0	1·0	70	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Coromondal' shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.		
Standard .	2·0	1·0	3·5	2·0	67			
General .	3·0	2·0	5·0	5·0	64			

*Explanation.—* 1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.

3. "Shrivelled and immature pods" are those pods which are imperfectly developed.

*Note.—* For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 percent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades, respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE V

(See rules 3 and 4)

*Grade designations and definition of quality of groundnut pods (unshelled) known commercially as  
 'Peanuts'  
 (Arachis hypogaea)*

Grade designation	Special Characteristics					Shelling (Kernels/pods) minimum %	General Characteristics.—		
	Maximum limit of tolerance								
	Foreign matter %	Damaged pods %	Shriveled and immature pods %	Pods of other varieties %					
I	2	3	4	5	6	7			
Special . .	1·0	0·5	2·0	1·0	72	The groundnut pods shall have the characteristics shape, configuration and appearance of the variety commercially known as Peanuts' shall be of the season crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.			
Standard . .	2·0	1·0	3·5	2·0	69				
General . .	3·0	2·0	5·0	5·0	66				

*Explanation.—* 1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.

2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.

3. "Shriveled and immature pods" are those pods which are imperfectly developed.

*Note.—* For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

## SCHEDULE VI

(See rules 3 and 4.)

*Grade designations and definition of quality of kernels of groundnut commercially known as 'Red Natal' 'Peanuts'.*

(*Arachis hypogaea*)

Grade designation	Special Characteristics								General Characteristics.	
	Maximum limit of tolerance									
	Foreign matter	Damaged kernels	Slightly damaged kernels	Shrivelled and immature kernels	Splits and broken kernels	Nooks	Admixture of other varieties			
	%	%	%	%	%	%	%			
I	2	3	4	5	6	7	8		9	
Special	.	1·0	0·5	0·5	2·0	5·0	1·0	1·0	The kernels shall be obtained from pods of the variety 'Red Natal' 'peanuts'.	
Standard	.	2·0	1·0	1·0	4·0	10·0	2·0	2·0	shall have characteristics shape, configuration and appearance of the variety, shall be of the season's crop, not moist to touch shall not show visible signs of insects and moulds and shall be free from dirt and obnoxious smell.	
General	.	3·0	2·0	2·0	6·0	15·0	3·0	5·0		

*Explanation.—*

1. "Foreign matter" Means pieces of particular or any extraneous substance other than groundnut kernels and includes unshelled nuts, if any, which have to be shelled.
2. "Damaged kernels" are those kernels which are internally discoloured, discolouration materially affecting the quality.
3. "Slightly damaged kernels" are those kernels, which are discoloured only externally or partly without affecting the quality.
4. "Shrivelled and immature kernels" are those kernels which are imperfectly developed.
5. "Splits kernels" are those kernels broken into two halves lengthwise and "broken kernels" are those kernels which are smaller than splits but bigger than Nooks.
6. "Nooks" means small parts of kernels, measuring 1/16th or less of a whole kernel.

*Note.—*For accidental errors a tolerance is permissible upto 0·25, 0·50 and 1·00 per cent in excess of the tolerance specified in each of the columns 2, 3, 4, 5, 7 and 8 for Special, Standard and General grades respectively and a tolerance of 1·0, 2·0 and 3·0 per cent in excess of the specified tolerance in column 6 for Special, Standard and General grades respectively

## SCHEDULE VII

(See rules 3 and 4)

*Grade designations and definition of quality of kernels of groundnut commonly known as "Bold" /Coromandel" (Arachis hypogaea)*

Designation	Special Characteristics								General Characteristics	
	Maximum limit of tolerance									
	Foreign matter	Damaged kernels	Slightly damaged kernels	Shriveled and immature kernels	Splits and broken kernels	Nooks	Admixture of other varieties			
	% 2	% 3	% 4	% 5	% 6	% 7	% 8		9	
Special	0.5	1.0	0.5	2.0	5.0	1.0	1.0	The kernels shall be obtained from pods of the variety		
Standard	1.0	1.5	1.0	4.0	10.0	2.0	2.0	"Bold"/"Coromandel", shall have characteristic shape, configuration and appearance of the variety, shall be of the season's crop, not moist to touch, shall not show visible signs of insect and moulds and shall be free from dirt and obnoxious smell.		
General	2.0	2.0	2.0	6.0	15.0	3.0	5.0			

*Explanation.—*

1. "Foreign matter" means pieces or particles of any extraneous substance other than groundnut kernels and includes unshelled nuts, if any, which have to be shelled.
2. "Damaged kernels" are those kernels which are internally discoloured, discolouration materially affecting the quality.
3. "Slightly damaged kernels" are those kernels which are discoloured only externally or partly, without affecting the quality.
4. "Shriveled and immature kernels," are those kernels which are imperfectly developed.
5. "Splits kernels" are those kernels which are broken into two halves lengthwise and "Broken kernels" are those which are smaller than splits but bigger than Nooks.
6. "Nooks" means small parts of kernels measuring 1/16th or less of a whole kernel.

*Note.—* For accidental errors a tolerance is permissible upto 0.25, 0.50 and 1.0 per cent in excess of the tolerance specified in each of the columns 2, 3, 4, 5, 7 and 8 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column No. 6 for Special and General grades respectively.

S.O. 235.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937, (1 of 1937), the Central Government hereby makes the following rules, further to amend the Cardamom Grading and Marking Rules, 1962, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Cardamom Grading and Marking (Second Amendment) Rules, 1964.

2. In the Cardamom Grading and Marking Rules, 1962—

(1) in Schedule I—

(i) in column 1, for the letters "AGN" the letters and word "AG Non-Specified" shall be substituted;

(ii) in the footnote for the letters "AGN" wherever they occur, the letters and word "AG Non-Specified" shall be substituted;

(2) in Schedule II—

(i) in column 1, for the letters "CGN", the letters and word "CG Non-Specified" shall be substituted;

(ii) in the footnote, for the letters "CGN" wherever they occur, the letters and word "CG Non-Specified" shall be substituted;

(3) in Schedule III—

(i) in column 1, for the letters "BLN", the letters and word "BL Non-Specified" shall be substituted;

(ii) in the footnote, for the letters "BLN" wherever they occur, the letters and word "BL Non-Specified" shall be substituted.

(4) in Schedule IV—

(i) after Grade BW4 and the entries relating thereto, the following item shall be inserted namely:—

I	2	3	4	5	6	7
"BW Non-Specified."	..	..	..	..	..	..";

(ii) in the footnote, at the end, the following shall be inserted, namely:—

" "BW Non-Specified"—The Cardamom, which does not conform to any of the Grades BW 1 to BW 4, may be packed under the grade "BW Non-Specified" against a "Firm Order"

"Firm Order" means that the entire value of the goods contracted for should have been obtained in advance by opening a cent percent irrevocable letter of credit in India which is encashable on the production of shipping bill supported by a receipt of shipment or guaranteed in any other way";

(5) in Schedule V—

N

(i) in column 1, for the letters "MN", the letter and word "M Non-Specified" shall be substituted;

(ii) in the footnote, for the letters "MN" occurring against serial number 5, the letter and word "M Non-Specified" shall be substituted.

[No. F. 17-5/64-AM.]

SANTOKH SINGH, Under Secy.